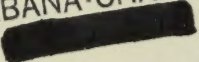


United States Treaties and  
Other International  
Agreements



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# United States Treaties and Other International Agreements



VOLUME 32

IN FIVE PARTS

Part 1

1979-1980





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Education

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agreements, therein contained, in all the courts of the United States,  
the several States, and the Territories and insular possessions of the  
United States."

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## PERU

### **Finance: Consolidation and Rescheduling of Certain Debts**

*Agreement signed at Lima July 5, 1979;  
Entered into force August 22, 1979.*

AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND THE REPUBLIC OF PERU  
REGARDING THE CONSOLIDATION AND RESCHEDULING OF  
CERTAIN DEBTS OWED TO,  
GUARANTEED OR INSURED BY THE  
UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (the "United States")  
and the Republic of Peru ("Peru") agree as follows:

## ARTICLE I

Application of the Agreement

1. In accordance with the provisions of the understanding reached on November 3, 1978 (the "Understanding") among representatives of certain nations, including the United States, and agreed to by the representative of Peru, the United States and Peru hereby agree to consolidate and reschedule certain Peruvian debts which are owed to, guaranteed by or insured by the United States or its agencies, as provided for in this Agreement.
2. This Agreement shall be implemented by separate agreements (the "Implementing Agreements") between Peru and each of the following United States agencies: the Agency for International Development, the Commodity Credit Corporation, the Export-Import Bank of the United States, and the Department of Defense. The Department of Defense will include in its Implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering contracts between the Federal Financing Bank and Peru.



## ARTICLE II

Definitions

1. "Contracts" or "Original Contracts" means those agreements listed in Annex A, executed prior to January 1, 1978 with maturities falling due during the Consolidation Period.
2. "Debt" means the sum of principal payable with respect to Contracts having an original maturity of more than one year and due between January 1, 1979 and December 31, 1979 ("1979 Debt") and between January 1, 1980 and December 31, 1980 ("1980 Debt").
3. "Consolidated Debt" means ninety percent of the dollar amount of the Debt.
4. "Consolidation Period" means the period from January 1, 1979 through December 31, 1980.
5. "Interest" means interest on Consolidated Debt. Interest shall begin to accrue at the rates set forth in this Agreement on the respective due dates specified in each of the Original Contracts for each scheduled payment of Debt and shall continue to accrue until the Consolidated Debt is repaid in full. "Additional Interest" means interest on due but unpaid installments

of Consolidated Debt and Interest. Additional Interest shall accrue from the due date of unpaid installments of Consolidated Debt and Interest until such amounts are paid in full.

6. "Agency" means: Agency for International Development, the Commodity Credit Corporation, the Export-Import Bank of the United States, and the Department of Defense.

### ARTICLE III

#### Terms and Conditions of Payment

1. As provided for in paragraph 8 of the Understanding, Peru agrees to seek to secure from private creditors, including banks, financing or refinancing arrangements comparable to those detailed in this Agreement, making sure to avoid any discrimination between different categories of creditors.
2. The United States agrees to reschedule 1980 Debt on the conditions that:
  - (a) Peru has secured the comparable arrangements with private banks noted in paragraph 1 above for 1979 maturities, and undertakes to effect comparable arrangements for 1980 maturities, and
  - (b) the condition stated in paragraph 4 B(ii) of the Understanding has been fulfilled.

3. Peru agrees to repay the Consolidated Debt and Interest in United States dollars in accordance with the following terms and conditions:

- (a) The Consolidated Debt relating to Debt falling due between January 1 and December 31, 1979 and amounting to \$55.5 million shall be repaid in ten equal semi-annual installments of \$5.55 million, commencing on January 1, 1982, with the final installment payable on July 1, 1986.
- (b) The Consolidated Debt relating to Debt falling due between January 1 and December 31, 1980 and amounting to \$49.7 million shall be repaid in eight equal semiannual installments of \$6.21 million, commencing on January 1, 1983, with the final installment payable on July 1, 1986.
- (c) The rate of Interest shall be 2.7 percent per calendar year on the outstanding balance of the Consolidated Debt due to the Agency for International Development, 8.0 percent per calendar year on the outstanding balance of Consolidated Debt due to, guaranteed by, or insured by the Export-Import Bank of the United States, and 9.0 percent per calendar year on the outstanding balance of Consolidated Debt due to or guaranteed by the Commodity Credit Corporation, and the Department of Defense. All Interest payable with respect to the Consolidated Debt shall be payable semi-



annually on January 1 and July 1 of each year commencing on July 1, 1979 on 1979 Debt and July 1, 1980 on 1980 Debt unless otherwise specified in the respective Implementing Agreements. The rate of Additional Interest shall be the same as the rate of Interest for each Agency.

- (d) A table summarizing the amounts of the Consolidated Debt owed to the United States and each Agency is attached hereto as Annex B.
4. It is understood that adjustment will be made in the amounts of Consolidated Debt specified in paragraph 3 of this Article by the Implementing Agreements. In part, this will reflect disbursements made to liquidate the Debt during the Consolidation Period.

#### ARTICLE IV

##### General Provisions

1. Peru agrees to grant the United States and its agencies, and any other creditor which is party to an Original Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or agency thereof for the consolidation of debts covered by the Understanding.
2. Except as they may be modified by this Agreement or subsequent Implementing Agreements, all other terms

and conditions of the Original Contracts remain unchanged. In particular, Peru agrees to pay that portion of the Debt not constituting Consolidated Debt and interest on such Debt as provided in the Original Contracts.

3. The Agency for International Development will confine the rescheduling of its Debt to the 22 direct loans listed in Annex A, provided that the amounts rescheduled by the Agency for International Development shall be equivalent to the amounts due to be rescheduled as set forth in this Agreement. Peru agrees to pay all future sums, as and when due, on loans HG-003, HG-005/8 and HG-009 which will not be rescheduled by the Agency for International Development.

#### ARTICLE V


##### Entry Into Force

This Agreement shall enter into force for 1979 Debt upon receipt by Peru of written notice from the United States Government that domestic United States laws and regulations covering debt rescheduling concerning this Agreement have been complied with.

This Agreement shall enter into force for 1980 Debt upon receipt by Peru of written notice from the United States Government that the United States considers Peru in

compliance with the conditions stated in Article III,  
paragraph 2, of the Agreement.<sup>[1]</sup>

DONE at Lima, in duplicate, this fifth day of  
July, 1979.

<sup>[2]</sup>  
FOR THE UNITED STATES OF AMERICA

<sup>[3]</sup>  
FOR THE REPUBLIC OF PERU

<sup>1</sup> Aug. 22, 1979.

<sup>2</sup> Harry W. Shlaudeman.

<sup>3</sup> F. Reus.



ANNEX ALOAN AGREEMENTS SUBJECT TO RESCHEDULINGAgency for International Development

## DIRECT LOANS

527-A-018

019

020

527-G-005

006

007

K-021

L-022

023

024

025

027

028

029

034

042

045

046

047

048

048 B

051

## GUARANTY

527-HG-003

005/8

009

Export-Import Bank

## DIRECT LOANS

2155

2155-A

5556

5577

5590

## FINANCIAL GUARANTEES

5903-FG

6134-FG

6245-FG

## CFF CREDITS AND GUARANTEES

12735/20251

13934/20165

## BANK GUARANTEES

G-3-299  
G-25-154  
G-32-35  
G-43-103

G-43-124  
G-68-136  
G-129-70  
G-190-96R  
G-246-11  
G-288-31

## MEDIUM TERM INSURANCE

MT-10027  
MT-10129-R  
MT-11009  
MT-11034-PS  
MT-21287  
MT-23000  
MT-23001  
MT-25452  
MT-30594  
MT-36933  
MT-21147R

Commodity Credit CorporationGSM NUMBERS

13720	14241	14318
13721	14245	14352
13849	14261	14353
13853	14269	14357
13855	14275	14409
14084	14286	14473
14235	14287	14476
14238	14300	14478
14239	14313	20337
14240	14315	20338

Department of Defense

## DIRECT

741 D

## GUARANTEE

741 G  
751 G  
765 G  
771 G

ANNEX BSummary of Debt (\$ Million)

	90 Percent of Payments Falling Due from 1/1/79 Through 12/31/79	90 Percent of Payments Falling Due from 1/1/80 Through 12/31/80
Agency for International Development	4.2 <u>1/</u>	4.9 <u>1/</u>
Export-Import Bank	10.6	12.4
Commodity Credit Corporation	31.3	23.0
Department of Defense	<u>9.4</u>	<u>9.4</u>
TOTAL	<u>55.5</u>	<u>49.7</u>

1/ Equals 90 percent of the total amount of maturities on loans and guarantees listed in Annex A falling due to the Agency for International Development.

[Footnote in the original.]



ACUERDO ENTRE  
LA REPUBLICA DEL PERU Y  
LOS ESTADOS UNIDOS DE AMERICA  
REFERENTE A LA CONSOLIDACION Y REESTRUCTURACION DE  
CIERTAS DEUDAS CONTRAIDAS  
CON EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA  
Y SUS ORGANISMOS,  
GARANTIZADAS O ASEGURADAS POR EL GOBIERNO DE LOS  
ESTADOS UNIDOS DE AMERICA Y SUS ORGANISMOS

La República del Perú ("Perú") y los Estados Unidos de América (los "Estados Unidos") acuerdan lo siguiente:

## ARTICULO I

Aplicación del Acuerdo

1. De conformidad con las disposiciones del entendimiento alcanzado el 3 de noviembre de 1978 (el "Entendimiento") entre representantes de ciertos países, incluyendo a los Estados Unidos, y al que otorgó su consentimiento el representante del Perú, el Perú y los Estados Unidos, por la presente, han acordado consolidar y reestructurar determinadas deudas contraídas por el Perú con los Estados Unidos o sus organismos, o garantizadas o aseguradas por los Estados Unidos o sus organismos, según se dispone en el presente Acuerdo.
2. El presente Acuerdo se llevará a la práctica mediante acuerdos separados (los "Acuerdos de Aplicación") entre Perú y cada uno de los siguientes organismos de los Estados Unidos: la Agencia para el Desarrollo Internacional (AID), la Commodity Credit Corporation (Corporación de crédito sobre mercancías), el Export-Import Bank of the United States y el Ministerio de Defensa. El Ministerio de Defensa incluirá en su Acuerdo de Aplicación las cantidades que pagará al Banco Federal de Financiación (Federal Financing Bank) con arreglo a contratos de garantía relativos a contratos entre dicho banco y el Perú.

## ARTICULO II

Definiciones

1. "Contratos" o "Contratos originales" significa los acuerdos enumerados en el Anexo A, concertados con anterioridad al 1° de enero de 1978, con fechas de vencimiento durante el Período de Consolidación.
2. "Deuda" significa la suma del principal pagadera con respecto a Contratos que tengan un plazo de vencimiento original de más de un año y sean pagaderos entre el 1° de enero de 1979 y el 31 de diciembre de 1979 ("Deuda de 1979"), y entre el 1° de enero de 1980 y el 31 de diciembre de 1980 ("Deuda de 1980").
3. "Deuda consolidada" significa noventa por ciento de la cantidad, expresada en dólares, de la Deuda.
4. "Período de consolidación" significa el período comprendido entre el 1° de enero de 1979 y el 31 de diciembre de 1980.
5. "Interés" significa el interés sobre la Deuda consolidada. Se comenzará a devengar interés a las tasas fijadas por el presente Acuerdo a partir de sus respectivas fechas de vencimiento especificadas en cada uno de los Contratos originales para cada pago programado de la Deuda y continuará devengando hasta que la Deuda consolidada haya quedado amortizada. "Interés adicional" significa el interés sobre



plazos vencidos pero no abonados de la Deuda consolidada y el interés. El Interés adicional comenzará a devengar a partir de la fecha de vencimiento del plazo no abonado de la Deuda consolidada y el Interés, hasta que dichas cantidades se hayan abonado en su totalidad.

6. "Organismo" significa la Agencia para el Desarrollo Internacional, la Commodity Credit Corporation, el Export-Import Bank of the United States, y el Ministerio de Defensa.

### ARTICULO III

#### Términos y condiciones de pago

1. Según se dispone en el párrafo 8 del Entendimiento, Perú acuerda tratar de obtener de acreedores particulares, incluyendo bancos, condiciones de financiación o refinanciación comparables a las que se detallan en el presente Acuerdo y velará por evitar cualquier tipo de discriminación entre distintas categorías de acreedores.
2. Los Estados Unidos acuerdan reestructurar la Deuda de 1980 a condición de que:
  - a) Perú haya obtenido de bancos particulares las condiciones comparables enunciadas en el anterior párrafo 1, para las acreencias que tengan vencimiento en 1979, y se comprometa a imponer condiciones comparables para

- las acreencias que tengan vencimiento en 1980, y
- b) se haya cumplido la condición estipulada en el párrafo 4B (ii) del Entendimiento.
3. Perú acuerda reintegrar el importe de la Deuda consolidada y el Interés en dólares estadounidenses, de conformidad con los siguientes términos y condiciones:
- a) La Deuda consolidada relativa a la Deuda que tiene su vencimiento entre el 1° de enero y el 31 de diciembre de 1979, y que asciende a 55,5 millones, será reembolsada en diez plazos semestrales iguales, de 5,55 millones, a partir del 1° de enero de 1982, siendo el último plazo pagadero el 1° de julio de 1986.
- b) La Deuda consolidada relativa a la Deuda que tiene su vencimiento entre el 1° de enero y el 31 de diciembre de 1980, y que asciende a \$49,7 millones, será reembolsada en ocho plazos semestrales iguales, de \$6,21 millones, a partir del 1° de enero de 1983, siendo el último plazo pagadero el 1° de julio de 1986.
- c) La tasa de Interés sobre el balance pendiente de la Deuda consolidada contraída con la Agencia para el Desarrollo Internacional será del 2,7 por ciento al año civil; del 8,0 por ciento al año civil sobre el

balance pendiente de la Deuda consolidada contraída con el Export-Import Bank of the United States, garantizada o asegurada por dicho Organismo, y del 9,0 por ciento al año civil, sobre el balance pendiente de la Deuda consolidada contraída con la Commodity Credit Corporation y el Ministerio de Defensa o garantizada por dichos Organismos. Todo Interés pagadero con respecto a la Deuda consolidada se abonará en pagos semestrales el 1° de enero y el 1° de julio de cada año, a partir del 1° de julio de 1979, sobre la Deuda de 1979, y el 1° de julio de 1980 sobre la Deuda de 1980, a menos que en los respectivos Acuerdos de Aplicación se especifique de otro modo. La tasa de Interés adicional será la misma que la tasa de Interés fijada para cada Organismo.

- d) Como Anexo B, se adjunta a la presente un cuadro en el que se da un resumen de las cantidades que se adeudan a los Estados Unidos y a cada Organismo por concepto de Deuda consolidada.

4. Se entiende que en los Acuerdos de Aplicación se harán ajustes con respecto a los montos de Deuda consolidada especificados en el párrafo 3 del presente Artículo. En



parte, esta acción reflejará los desembolsos realizados para saldar la Deuda durante el Período de consolidación.

#### ARTICULO IV

##### Disposiciones generales

1. Perú acuerda conceder a los Estados Unidos y a sus Organismos, así como a cualquier otro acreedor que sea Parte de un Contrato original, un tratamiento y unas condiciones no menos favorables que los que pudiera conceder a cualquier otro país u organismo acreedor suyo para la consolidación de las deudas a que se refiere el Entendimiento.
2. Salvo en la forma en que pudieran ser modificados por el presente Acuerdo o por subsiguientes Acuerdos de Aplicación, todos los demás términos y condiciones de los Contratos originales permanecerán inalterados. En particular, Perú acuerda pagar la parte de la Deuda que no constituye Deuda consolidada así como el interés sobre la misma, según se dispone en los Contratos originales.
3. La Agencia para el Desarrollo Internacional limitará la reestructuración de su Deuda a los 22 préstamos directos enumerados en el Anexo A, siempre que las cantidades reestructuradas por la Agencia para el Desarrollo Internacional sean equivalentes a los montos que hayan de ser reestructurados según lo dispuesto en el presente Acuerdo.

Perú acuerda pagar todas las sumas futuras, como y cuando venzan, sobre préstamos HG-003, HG-005/8 y HG-009 que no serán reestructurados por la Agencia para el Desarrollo Internacional.

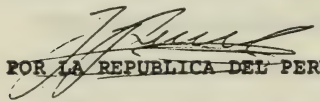
#### ARTICULO V

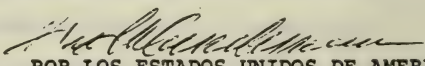
##### Entrada en vigor

El presente Acuerdo entrará en vigor para la Deuda de 1979 al recibir Perú notificación escrita del Gobierno de los Estados Unidos de que se han cumplido las leyes y regulaciones nacionales de los Estados Unidos referentes a la reestructuración de la Deuda objeto del presente Acuerdo.

El presente Acuerdo entrará en vigor para la Deuda de 1980 al recibir Perú una notificación escrita del Gobierno de los Estados Unidos de que los Estados Unidos consideran que Perú ha cumplido las condiciones estipuladas en el Artículo III, párrafo 2 del Acuerdo.

HECHO en Lima, en duplicado, el cinco de julio de 1979.

  
POR LA REPUBLICA DEL PERU

  
POR LOS ESTADOS UNIDOS DE AMERICA

ANEXO AACUERDOS SOBRE PRESTAMOS SUJETOS A REESTRUCTURACIONAgencia para el Desarrollo Internacional

## PRESTAMOS DIRECTOS

527-A-018

019

020

527-G-005

006

007

K-021

L-022

023

024

025

027

028

029

034

042

045

046

047

048

048 B

051

## GARANTIA

527-HG-003

005/8

009

Export-Import Bank

## PRESTAMOS DIRECTOS

2155

2155-A

5556

5577

5590

## GARANTIAS FINANCIERAS

5903-FG

6134-FG

6245-FG

## CREDITOS Y GARANTIAS CFF

12735/20251

13934/20165

## GARANTIAS BANCARIAS

G-3-299  
G-25-154  
G-32-35  
G-43-103

G-43-124  
G-68-136  
G-129-70  
G-190-96R  
G-246-11  
G-288-31

## SEGUROS A PLAZO MEDIANO

MT-10027  
MT-10129-R  
MT-11009  
MT-11034-PS  
MT-21287  
MT-23000  
MT-23001  
MT-25452  
MT-30594  
MT-36933  
MT-21147R

Commodity Credit CorporationNUMEROS GSM

13720	14241	14318
13721	14245	14352
13849	14261	14353
13853	14269	14357
13855	14275	14409
14084	14286	14473
14235	14287	14476
14238	14300	14478
14239	14313	20337
14240	14315	20338

Ministerio de Defensa

## DIRECTO

741 D

## GARANTIA

741 G  
751 G  
765 G  
771 G



ANEXO BRESUMEN DE LA DEUDA (\$ MILLONES)

	90% de los pagos con fechas de ven- cimiento comprendidas entre 1/1/79 y 31/12/79	90% de los pagos con fechas de ven- cimiento compren- didas entre 1/1/80 y 31/12/80
Agencia para el Desarrollo Internacional	4,2 <u>1/</u>	4,9 <u>1/</u>
Export-Import Bank	10,6	12,4
Commodity Credit Corporation	31,3	23,0
Ministerio de Defensa	<u>9,4</u>	<u>9,4</u>
TOTAL	<u>55,5</u>	<u>49,7</u>

1/ Equivale al 90% de la suma total de los vencimientos sobre préstamos y garantías enumerados en el Anexo A debidos a la Agencia Internacional para el Desarrollo.



## EGYPT

### **Alexandria Wastewater System Expansion**

*Agreement signed at Cairo August 29, 1979;*

*Entered into force August 29, 1979.*

*And amending agreement*

*Signed at Cairo September 22, 1979;*

*Entered into force September 22, 1979.*

*With related letter.*

A.I.D. Project Number 263-0100

PROJECT

GRANT AGREEMENT

AMONG

THE ARAB REPUBLIC OF EGYPT

THE UNITED STATES OF AMERICA,

THE MINISTRY OF HOUSING

AND

THE GENERAL ORGANIZATION FOR SEWERAGE AND

SANITARY DRAINAGE

FOR

ALEXANDRIA WASTEWATER SYSTEM EXPANSION

DATED: AUGUST 29, 1979



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Annex 1 Project Description		

<sup>1</sup> Not printed herein. For text, see TIAS 8830; 29 UST 501.

A.I.D. Project Number 263-0100

Project Grant Agreement

Dated: August 29, 1979

Among

The Arab Republic of Egypt ("Grantee"),  
The Ministry of Housing ("MOH"),  
The General Organization for Sewerage and Sanitary  
Drainage ("GOSSD"),

And

The United States of America, acting through the  
Agency for International Development ("A.I.D.").

Article 1: The Agreement.

The purpose of this Agreement is to set out the understandings of the Parties named above ("Parties") with respect to the undertaking by the Grantee of the Project described below, and with respect to the financing of the Project by the Parties.

Article 2: The Project.

SECTION 2.1. Definition of the Project. The Project, which is further described in Annex 1, will provide for the design, construction and start-up for the first stage of expansion of facilities for the Alexandria Wastewater System consisting of (a) two primary treatment plants with sea outfalls; (b) wastewater pump stations, force mains and sewer collectors; (c) extension of sewers into selected unsewered areas; and (d) upgrading of selected existing facilities to be retained as part of the future system.

Annex 1, attached, amplifies the above definition of the Project.

Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2 without formal amendment to this Agreement. The Grantee will make available the funds under this Grant to the GOSSD, which will be the implementing agency for this Project.

SECTION 2.2. Incremental Nature of Project.

(a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance.

Article 3: Financing.

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,<sup>[1]</sup> agrees to grant the Grantee under the terms of this Agreement not to exceed Sixty Million United States ("U.S.") Dollars (\$60,000,000) ("Grant"). The Grant may be used only to finance foreign exchange costs as defined in Section 6.1., of goods and services required for the project.

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<sup>1</sup> 75 Stat. 424; 22 U.S.C. § 2151 note.

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be not less than the Egyptian Pound equivalent of Fifty Million United States Dollars (\$50,000,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is August 31, 1985, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as



A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement. Prior to the first disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the names of the persons holding or acting in the offices of the Grantee specified in Section 8.2, the General Organization for Sewerage and Sanitary Drainage and of any additional representatives, together with a specimen signature of each person specified in such statement;

(b) An executed contract acceptable to A.I.D. for the engineering consulting services for the Project with a firm acceptable to A.I.D.

(c) Evidence of the establishment of a Project Team and a Project Advisory Committee.

(d) Evidence that the proceeds of the Grant will be made available to COSSD as grant contribution to assets.

(e) Such other information and documentation as A.I.D. may reasonably require.

SECTION 4.2. Additional Disbursement. Prior to any disbursement or to the issuance of any Letter of Commitment under this grant for any purpose other than to finance services of the consulting engineer, the GOE shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) Evidence that local currency financing for the Project has been budgeted by the Grantee and will be available for expenditure by GOSSD through establishment of a special fund (to be replenished monthly) adequate to meet at least three months' expenditures on the Project, pursuant to a cost estimate made by the Consulting Engineer and approved by GOSSD.

(b) Evidence that GOSSD has obtained all properties, easements, rights of way, etc., required for the construction and operation of project facilities.

(c) Such other information and documentation as A.I.D. may reasonably require.

SECTION 4.3. Notification. When A.I.D. has determined that the Conditions Precedent specified in Sections 4.1 and 4.2 have been met, it will promptly notify the Grantee.

SECTION 4.4. Terminal Date for Conditions Precedent.

(a) If all of the conditions specified in Section 4.1 have not been met within 120 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

(b) If all of the conditions specified in Section 4.2 have not been met within 210 days from the date of this Agreement or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

Article 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

- (a) evaluation of progress toward attainment of the objectives of the Project;
- (b) identification and evaluation of problem areas or constraints which may inhibit such attainment;
- (c) assessment of how such information may be used to help overcome such problems; and
- (d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Continuing Consultation. The Grantee, GOSSD and A.I.D. shall cooperate fully to assure that the purpose of the Grant will be accomplished to this end. They shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Project, the performance of GOSSD of its obligations under the Grant Agreement, the performance of the consultants, contractors and suppliers engaged on the Project, and other matters relating to the Project.

SECTION 5.3. Management and Training. The GOSSD shall provide qualified and experienced management for the Project, establish personnel staffing levels, and train such staff as may be appropriate for the maintenance and operation of the Project.

SECTION 5.4. Miscellaneous Covenants.

(a) The Grantee and GOSSD shall take necessary actions to establish the organizational structure to insure that the existing sewer use law applicable to this Project is enforced.

(b) The Grantee shall consider modifying the current sewer use law, applicable to this Project, in order to conform with the proposed draft Ordinance Regulating Sewer Construction, Sewer Use and Industrial Waste Discharge, as recommended in the Wastewater Master Plan Study for Alexandria.

(c) Consistent with Grantee's obligations under Article 16 of Protocol for the Protection of the Mediterranean Sea Against Pollution from Land-Based Sources as developed through the United Nations Environmental Programme, the Grantee shall cause to be exchanged with the contracting parties to such Protocol information concerning the environmental aspects of the Project as may be appropriate under the Protocol.

(d) The Grantee and GOSSD shall consult with GOFI and other responsible agencies to ensure coordination with regard to problems related to industrial wastes and the disposal of toxic materials and within one year of the signing of the Agreement submit a plan of action which would indicate how this problem is to be addressed.

(e) The Grantee and GOSSD shall undertake necessary studies to evaluate the problem of disposal of solid waste and within one year of the signing of the Agreement propose a plan to exclude from the public sewer system solid waste such as mazaut, used oil grease, manure, septage, slaughterhouse and tannery wastes and trash.

(f) The Grantee shall investigate the need for the creation and implementation of a utilities coordination board which would coordinate and notify all agencies of any construction efforts involving blasting and/or excavation by



utility organizations and by private contractors to minimize interruption of services, damage, repair costs and inconvenience to the public.

(g) Upon the completion of the Wastewater Management and Tariff Study, the Grantee shall submit a specific tariff plan for the Alexandria Water and Sewer System.

(h) The Grantee and GOSD shall issue or cause to be issued in a timely manner all permits, licenses, decrees, etc., required for expeditious implementation of the Project.

(i) The Grantee and GOSD shall take necessary actions to provide continuous and adequate monitoring of the aquatic systems in the vicinity of the sea outfalls and the reaches of Alexandria to detect any changes in such systems resulting from the Project.

Article 6: Procurement Source.

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source, origin and nationality in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

Article 7: Disbursement.

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of

this Agreement; by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless the Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

Article 8: Miscellaneous.

SECTION 8.1. Communications. Any notice, request, document or other communication submitted by A.I.D. or the Grantee to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of Economy  
8, Adly Street  
Cairo, Egypt

General Organization for  
Sewerage and Sanitary Drainage  
Sixth Floor of Mogama Building  
Midan El Tahrir  
Cairo, Egypt

To A.I.D.:

A.I.D.  
U.S. Embassy  
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individuals holding or acting in the offices of the Minister of Economy, Minister of Housing, Deputy Chairman of the General Authority for Arab and Foreign Investment and Free Zones, and Chairman of the General Organization for Sewerage and Sanitary Drainage. A.I.D. will be represented by the individual holding or acting in the office of Director, U.S.A.I.D., Cairo, Egypt. Each, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) <sup>[1]</sup> is attached to and forms part of this Agreement.

---

<sup>1</sup> See footnote 1, p. 27.

SECTION 8.4. Investment Guaranty Project Approval. Construction work to be financed under this Agreement is agreed to be a project approved by the Arab Republic of Egypt pursuant to the agreement between it and the United States of America on the subject of investment guaranties, and no further approval by the Arab Republic of Egypt will be required to permit the United States to issue investment guaranties under that agreement covering a contractor's investment in that project.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY : Hamed A. El Saveh  
NAME : Dr. Hamed El Saveh  
Minister of Economy, Foreign  
TITLE: Trade and Economic Affairs

UNITED STATES OF AMERICA

BY : Alfred L. Atherton, Jr.  
NAME : Alfred L. Atherton, Jr.  
TITLE: American Ambassador

MINISTRY OF HOUSING

BY : Mustafa El Hefnawi  
NAME : Eng. Mustafa El Hefnawi  
TITLE: Minister of Housing

GENERAL ORGANIZATION FOR SEWERAGE  
AND SANITARY DRAINAGE

BY : M. A. Ashmawy  
NAME : Eng. M. A. Ashmawy  
TITLE: Chairman



## ANNEX I

Alexandria Wastewater SystemExpansion - Phase IProject Description

This project provides for the design, construction and start-up of the First Stage Expansion Facilities to the Alexandria wastewater system. It consists of: (1) two primary treatment plants with sea outfalls; (2) wastewater pump stations, force mains and sewer collectors; (3) extension of sewers into selected unsewered areas; and (4) upgrading of selected facilities to be retained as part of the future system.

Alexandria is currently experiencing rapid population and industrial growth. This coupled with 25 years of neglecting the wastewater system has posed serious wastewater collection and disposal problems. Additional sewerage facilities are needed to keep pace with the planned expansion of the city. Total wastewater loads are projected to increase between 2.5 and 3 times between now and the year 2000.

The First Stage Expansion will provide for the long range sewerage needs of the urban areas of Alexandria through the year 2000 and beyond.

This project consists of 20 facility elements which are grouped into the following seven sub-projects:

- (1) East Zone Treatment Plant and Sea Outfall
- (2) Smouha Sewerage System
- (3) Siouf Keblia Sewerage System
- (4) East Zone Pumping Stations' Rehabilitation and Additions
- (5) Central Zone Treatment Plant and Sea Outfall

- (6) West Zone Sewerage and West Treatment Plant Upgrading
- (7) Nouzha Sewerage and East Treatment Plant Upgrading

The primary benefit to be derived from this project is to improve the current and potentially more serious public health problems resulting from water-borne diseases incidental to sewage ponding in streets of highly congested areas, disposal of raw sewerage into the swimming beach areas along the Mediterranean shoreline and harbor areas, and disposal of raw sewerage into Lake Maryut and irrigation canals, with the primary beneficiaries being the permanent urban poor residents. Secondary benefits will accrue to local industries and tourist enterprises due to improved workers' health/output and environmental attractiveness.

## Attachment A

FINANCIAL PLAN  
(In Millions)CAPITAL COSTS

	FY 79		Life of Project <sup>1/</sup>	
	\$	LE	\$	LE
A. East Zone Treatment plt. & Sea Outfall	21.82	4.68	60.76	24.83
B. Smouha Collection & Con- veyance	3.11	5.00	8.66	26.52
C. Sicuf Keblia/Abou Soliman Collection and Conveyance	4.16	8.28	11.56	43.89
D. East Zone Pump Stations Rehab & Additions	3.21	1.60	8.94	8.52
E. Central Zone Treatment plt. and Sea Outfall	15.24	3.45	42.41	18.30
F. West Zone Conveyance and West Treatment plt. Upgrading	10.49	8.48	29.21	44.87
G. Nouzha Sewerage and East Zone Treatment	1.79	3.41	4.96	18.07
H. Solid Waste	0.18	0.10	0.50	0.60
GRAND TOTAL	60.0	35.0	167.0	185.6

Sources:

AID Grant	167.0
GOSSD	185.6
GRAND TOTAL	167.0 185.6

<sup>1/</sup> All Life of Project figures shown are subject to availability of funds and A.I.D. authorization procedures. [Footnote in the original.]

## [AMENDING AGREEMENT]

A.I.D. PROJECT NUMBER 263-0100

FIRST AMENDMENT  
TO  
GRANT AGREEMENT  
AMONG THE  
ARAB REPUBLIC OF EGYPT  
THE UNITED STATES OF AMERICA  
THE MINISTRY OF HOUSING  
AND THE  
GENERAL ORGANIZATION FOR SEWERAGE AND  
SANITARY DRAINAGE  
FOR  
ALEXANDRIA WASTEWATER SYSTEM EXPANSION

DATED: September 22, 1979



First Amendment, dated September 22, 1979, to the Grant Agreement, dated August 29, 1979 among the Arab Republic of Egypt ("Grantee"), the General Organization for Sewerage and Sanitary Drainage and the United States of America, acting through the Agency for International Development ("A.I.D."), for Alexandria Wastewater System Expansion.

SECTION 1. The Grant Agreement is amended as follows:

(a) Section 3.1 is amended by deleting "Sixty Million United States ("U.S.") Dollars (\$60,000,000)" and substituting "Eighty-Seven Million Three Hundred Twenty-One Thousand and Forty-Five United States ("U.S.") Dollars (\$87,321,045)."

(b) Section 3.2(b) is amended by deleting "Fifty Million United States Dollars (\$50,000,000)" and substituting "Seventy-Two Million United States Dollars (\$72,000,000)."

(c) The Project Financial Plan in Attachment A to Annex 1 is deleted in its entirety and a new Financial Plan attached hereto is substituted therefor.

SECTION 2. This First Amendment shall enter into force when signed by both parties hereto.

SECTION 3. Except as specifically amended or modified herein, the Grant Agreement shall remain in full force and effect in accordance with all of its terms.

IN WITNESS WHEREOF, the Arab Republic of Egypt and the United States of America , and the General Organization for

Sewerage and Sanitary Drainage, each acting through their respective duly authorized representatives, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY:

NAME: Dr. Hamed El Sayeh  
Minister of Economy, Foreign  
TITLE: Trade and Economic Affairs

UNITED STATES OF AMERICA

BY:

NAME: Douglas J. Bennet, Jr.  
Administrator  
TITLE: A.I.D.

CENTRAL ORGANIZATION FOR SEWERAGE  
AND SANITARY DRAINAGE

BY:

NAME: Eng. M. A. Ashmawy

TITLE: Chairman

FINANCIAL PLAN

(In Millions)

ATTACHMENT A  
40 ANNEX 1CAPITAL COSTS

	<u>LY 79</u>		<u>Life of Project</u> <sup>1/</sup>	
	<u>\$</u>	<u>LE</u>	<u>\$</u>	<u>LE</u>
A. East Zone Treatment plt. & Sea Outfall	31.76	6.88	60.76	24.83
B. Smouha Collection & Conveyance	4.53	7.34	8.66	26.52
C. Siouf Keblia/Abou Soliman Collection and Conveyance	6.05	12.15	11.56	43.09
D. East Zone Pump Stations Rehab & Additions	4.67	2.35	8.94	8.52
E. Central Zone Treatment plt. and Sea Outfall	22.18	5.05	42.41	18.30
F. West Zone Conveyance and West Treatment plt. Upgrading	15.27	12.44	29.21	44.87
G. Mouzha Sewerage and East Zone Treatment	2.60	5.00	4.96	18.07
H. Solid Waste	<u>0.26</u>	<u>0.15</u>	<u>0.50</u>	<u>0.60</u>
GRAND TOTAL	87.32	51.36	167.0	185.6

SOURCES:

AID Grant	167.0	
GOESD		<u>185.6</u>
GRAND TOTAL	167.0	185.6

<sup>1/</sup> All Life of Project figures shown are subject to availability of funds and A.I.D. authorization procedures. [Footnote in the original.]

## [RELATED LETTER]

MINISTRY OF ECONOMY  
AND ECONOMIC COOPERATION

ECONOMIC COOPERATION

Mr. DONALD S. BROWN  
*AID Director*  
*U.S. Embassy*  
*C A I R O*

CAIRO Sept., 1979

DEAR MR. BROWN,

With reference to the first Amendment to the Grant Agreement No. 263-0100 for Alexandria Wastewater System Expansion Project signed by Dr. HAMED EL-SAYEH Minister of Economy, Foreign Trade and Economic Affairs on behalf of the Egyptian Government.

I wish to inform you that the signature of Dr. HAMED EL-SAYEH is sufficient to consider this Agreement valid and legally binding, meanwhile, Names and specimens signatures of the authorized executives of the original agreement will be submitted to you as soon as possible.

Best regards,

Sincerely yours,

A. AZIZ ZAHWY

Abdel Aziz Zahwy  
*Under Secretary of State*  
*for Economic Cooperation*

Mahmoud Fahmy  
*Legal Adviser*  
*to the Minister of Economy*  
*Foreign Trade, and Economic*  
*Affairs*  
MAHMOUD FAHMY



## MULTILATERAL

### Safety of Life at Sea, 1974

*Convention done at London November 1, 1974;*

*Ratification advised by the Senate of the United States of America  
July 12, 1978;*

*Acceptance approved by the President of the United States of  
America August 15, 1978;*

*Acceptance of the United States of America deposited with the  
Secretary-General of Inter-Governmental Maritime Consultative  
Organization September 7, 1978;*

*Proclaimed by the President of the United States of America  
January 28, 1980;*

*Entered into force May 25, 1980.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

#### CONSIDERING THAT:

The International Convention for the Safety of Life at Sea, 1974, was open for signature at London from November 1, 1974, until July 1, 1975, and signed on behalf of the United States of America on November 1, 1974, the text of which Convention is hereto annexed;

The Senate of the United States of America by its resolution of July 12, 1978, two-thirds of the Senators present concurring therein, gave its advice and consent to acceptance of the Convention;

The President of the United States of America approved acceptance of the Convention on August 15, 1978, in pursuance of the advice and consent of the Senate;

The United States of America deposited its instrument of acceptance on September 7, 1978, in accordance with the provisions of the Convention;

The Convention will enter into force for the United States of America on May 25, 1980;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Convention, to the end that it shall be observed and fulfilled with good faith on and after May 25, 1980, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-eighth day of January  
in the year of our Lord one thousand nine hundred eighty  
[SEAL] and of the Independence of the United States of America  
the two hundred fourth.

JIMMY CARTER

By the President:

CYRUS VANCE

*Secretary of State*

**INTERNATIONAL CONVENTION FOR THE  
SAFETY OF LIFE AT SEA, 1974**

**THE CONTRACTING GOVERNMENTS,**

BEING DESIROUS of promoting safety of life at sea by establishing in common agreement uniform principles and rules directed thereto,

CONSIDERING that this end may best be achieved by the conclusion of a Convention to replace the International Convention for the Safety of Life at Sea, 1960,<sup>1</sup> taking account of developments since that Convention was concluded,

HAVE AGREED as follows:

**ARTICLE I**

*General Obligations under the Convention*

(a) The Contracting Governments undertake to give effect to the provisions of the present Convention and the Annex thereto, which shall constitute an integral part of the present Convention. Every reference to the present Convention constitutes at the same time a reference to the Annex.

(b) The Contracting Governments undertake to promulgate all laws, decrees, orders and regulations and to take all other steps which may be necessary to give the present Convention full and complete effect, so as to ensure that, from the point of view of safety of life, a ship is fit for the service for which it is intended.

**ARTICLE II**

*Application*

The present Convention shall apply to ships entitled to fly the flag of States the Governments of which are Contracting Governments.

**ARTICLE III**

*Laws, Regulations*

The Contracting Governments undertake to communicate to and deposit with the Secretary-General of the Inter-Governmental Maritime Consultative Organization (hereinafter referred to as "the Organization"):

(a) a list of non-governmental agencies which are authorized to act in their behalf in the administration of measures for safety of life at sea for circulation to the Contracting Governments for the information of their officers;

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<sup>1</sup> TIAS 5780, 6284; 16 UST 185; 18 UST 1289. [Footnote added by the Department of State.]

- (b) the text of laws, decrees, orders and regulations which shall have been promulgated on the various matters within the scope of the present Convention;
- (c) a sufficient number of specimens of their Certificates issued under the provisions of the present Convention for circulation to the Contracting Governments for the information of their officers.

#### ARTICLE IV

##### *Cases of Force Majeure*

- (a) A ship, which is not subject to the provisions of the present Convention at the time of its departure on any voyage, shall not become subject to the provisions of the present Convention on account of any deviation from its intended voyage due to stress of weather or any other cause of *force majeure*.
- (b) Persons who are on board a ship by reason of *force majeure* or in consequence of the obligation laid upon the master to carry shipwrecked or other persons shall not be taken into account for the purpose of ascertaining the application to a ship of any provisions of the present Convention.

#### ARTICLE V

##### *Carriage of Persons in Emergency*

- (a) For the purpose of evacuating persons in order to avoid a threat to the security of their lives a Contracting Government may permit the carriage of a larger number of persons in its ships than is otherwise permissible under the present Convention.
- (b) Such permission shall not deprive other Contracting Governments of any right of control under the present Convention over such ships which come within their ports.
- (c) Notice of any such permission, together with a statement of the circumstances, shall be sent to the Secretary-General of the Organization by the Contracting Government granting such permission.

#### ARTICLE VI

##### *Prior Treaties and Conventions*

- (a) As between the Contracting Governments, the present Convention replaces and abrogates the International Convention for the Safety of Life at Sea which was signed in London on 17 June 1960.
- (b) All other treaties, conventions and arrangements relating to safety of life at sea, or matters appertaining thereto, at present in force between Governments parties to the present Convention shall continue to have full and complete effect during the terms thereof as regards:



- (i) ships to which the present Convention does not apply;
  - (ii) ships to which the present Convention applies, in respect of matters for which it has not expressly provided.
- (c) To the extent, however, that such treaties, conventions or arrangements conflict with the provisions of the present Convention, the provisions of the present Convention shall prevail.
- (d) All matters which are not expressly provided for in the present Convention remain subject to the legislation of the Contracting Governments.

## ARTICLE VII

### *Special Rules drawn up by Agreement*

When in accordance with the present Convention special rules are drawn up by agreement between all or some of the Contracting Governments, such rules shall be communicated to the Secretary-General of the Organization for circulation to all Contracting Governments.

## ARTICLE VIII

### *Amendments*

- (a) The present Convention may be amended by either of the procedures specified in the following paragraphs.
- (b) Amendments after consideration within the Organization:
- (i) Any amendment proposed by a Contracting Government shall be submitted to the Secretary-General of the Organization, who shall then circulate it to all Members of the Organization and all Contracting Governments at least six months prior to its consideration.
  - (ii) Any amendment proposed and circulated as above shall be referred to the Maritime Safety Committee of the Organization for consideration.
  - (iii) Contracting Governments of States, whether or not Members of the Organization, shall be entitled to participate in the proceedings of the Maritime Safety Committee for the consideration and adoption of amendments.
  - (iv) Amendments shall be adopted by a two-thirds majority of the Contracting Governments present and voting in the Maritime Safety Committee expanded as provided for in sub-paragraph (iii) of this paragraph (hereinafter referred to as "the expanded Maritime Safety Committee") on condition that at least one-third of the Contracting Governments shall be present at the time of voting.
  - (v) Amendments adopted in accordance with sub-paragraph (iv) of this paragraph shall be communicated by the Secretary-General of the Organization to all Contracting Governments for acceptance.

- (vi) (1) An amendment to an Article of the Convention or to Chapter I of the Annex shall be deemed to have been accepted on the date on which it is accepted by two-thirds of the Contracting Governments.
- (2) An amendment to the Annex other than Chapter I shall be deemed to have been accepted:
  - (aa) at the end of two years from the date on which it is communicated to Contracting Governments for acceptance; or
  - (bb) at the end of a different period, which shall not be less than one year, if so determined at the time of its adoption by a two-thirds majority of the Contracting Governments present and voting in the expanded Maritime Safety Committee.

However, if within the specified period either more than one-third of Contracting Governments, or Contracting Governments the combined merchant fleets of which constitute not less than fifty per cent of the gross tonnage of the world's merchant fleet, notify the Secretary-General of the Organization that they object to the amendment, it shall be deemed not to have been accepted.

- (vii) (1) An amendment to an Article of the Convention or to Chapter I of the Annex shall enter into force with respect to those Contracting Governments which have accepted it, six months after the date on which it is deemed to have been accepted, and with respect to each Contracting Government which accepts it after that date, six months after the date of that Contracting Government's acceptance.
  - (2) An amendment to the Annex other than Chapter I shall enter into force with respect to all Contracting Governments, except those which have objected to the amendment under sub-paragraph (vi)(2) of this paragraph and which have not withdrawn such objections, six months after the date on which it is deemed to have been accepted. However, before the date set for entry into force, any Contracting Government may give notice to the Secretary-General of the Organization that it exempts itself from giving effect to that amendment for a period not longer than one year from the date of its entry into force, or for such longer period as may be determined by a two-thirds majority of the Contracting Governments present and voting in the expanded Maritime Safety Committee at the time of the adoption of the amendment.
- (c) Amendment by a Conference:
- (i) Upon the request of a Contracting Government concurred in by at least one-third of the Contracting Governments, the Organization shall convene a Conference of Contracting Governments to consider amendments to the present Convention.
  - (ii) Every amendment adopted by such a Conference by a two-thirds majority of the Contracting Governments present and voting shall

be communicated by the Secretary-General of the Organization to all Contracting Governments for acceptance.

- (iii) Unless the Conference decides otherwise, the amendment shall be deemed to have been accepted and shall enter into force in accordance with the procedures specified in sub-paragraphs (b)(vi) and (b)(vii) respectively of this Article, provided that references in these paragraphs to the expanded Maritime Safety Committee shall be taken to mean references to the Conference.
- (d) (i) A Contracting Government which has accepted an amendment to the Annex which has entered into force shall not be obliged to extend the benefit of the present Convention in respect of the certificates issued to a ship entitled to fly the flag of a State the Government of which, pursuant to the provisions of sub-paragraph (b)(vi)(2) of this Article, has objected to the amendment and has not withdrawn such an objection, but only to the extent that such certificates relate to matters covered by the amendment in question.
- (ii) A Contracting Government which has accepted an amendment to the Annex which has entered into force shall extend the benefit of the present Convention in respect of the certificates issued to a ship entitled to fly the flag of a State the Government of which, pursuant to the provisions of sub-paragraph (b)(vii)(2) of this Article, has notified the Secretary-General of the Organization that it exempts itself from giving effect to the amendment.
- (e) Unless expressly provided otherwise, any amendment to the present Convention made under this Article, which relates to the structure of a ship, shall apply only to ships the keels of which are laid or which are at a similar stage of construction, on or after the date on which the amendment enters into force.
- (f) Any declaration of acceptance of, or objection to, an amendment or any notice given under sub-paragraph (b)(vii)(2) of this Article shall be submitted in writing to the Secretary-General of the Organization, who shall inform all Contracting Governments of any such submission and the date of its receipt.
- (g) The Secretary-General of the Organization shall inform all Contracting Governments of any amendments which enter into force under this Article, together with the date on which each such amendment enters into force.

## ARTICLE IX

### *Signature, Ratification, Acceptance, Approval and Accession*

- (a) The present Convention shall remain open for signature at the Headquarters of the Organization from 1 November 1974 until 1 July 1975 and shall thereafter remain open for accession. States may become parties to the present Convention by:
  - (i) signature without reservation as to ratification, acceptance or approval; or



- (ii) signature subject to ratification, acceptance or approval, followed by ratification, acceptance or approval; or
  - (iii) accession.
- (b) Ratification, acceptance, approval or accession shall be effected by the deposit of an instrument to that effect with the Secretary-General of the Organization.
- (c) The Secretary-General of the Organization shall inform the Governments of all States which have signed the present Convention or acceded to it of any signature or of the deposit of any instrument of ratification, acceptance, approval or accession and the date of its deposit.

## ARTICLE X

### *Entry into Force*

- (a) The present Convention shall enter into force twelve months after the date on which not less than twenty-five States, the combined merchant fleets of which constitute not less than fifty per cent of the gross tonnage of the world's merchant shipping, have become parties to it in accordance with Article IX.
- (b) Any instrument of ratification, acceptance, approval or accession deposited after the date on which the present Convention enters into force shall take effect three months after the date of deposit.
- (c) After the date on which an amendment to the present Convention is deemed to have been accepted under Article VIII, any instrument of ratification, acceptance, approval or accession deposited shall apply to the Convention as amended.

## ARTICLE XI

### *Denunciation*

- (a) The present Convention may be denounced by any Contracting Government at any time after the expiry of five years from the date on which the Convention enters into force for that Government.
- (b) Denunciation shall be effected by the deposit of an instrument of denunciation with the Secretary-General of the Organization who shall notify all the other Contracting Governments of any instrument of denunciation received and of the date of its receipt as well as the date on which such denunciation takes effect.
- (c) A denunciation shall take effect one year, or such longer period as may be specified in the instrument of denunciation, after its receipt by the Secretary-General of the Organization.



**ARTICLE XII***Deposit and Registration*

(a) The present Convention shall be deposited with the Secretary-General of the Organization who shall transmit certified true copies thereof to the Governments of all States which have signed the present Convention or acceded to it.

(b) As soon as the present Convention enters into force, the text shall be transmitted by the Secretary-General of the Organization to the Secretary-General of the United Nations for registration and publication, in accordance with Article 102 of the Charter of the United Nations.<sup>[1]</sup>

**ARTICLE XIII***Languages*

The present Convention is established in a single copy in the Chinese, English, French, Russian and Spanish languages,<sup>[2]</sup> each text being equally authentic. Official translations in the Arabic, German and Italian languages shall be prepared and deposited with the signed original.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments for that purpose, have signed the present Convention.

DONE AT LONDON this first day of November one thousand nine hundred and seventy-four.

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<sup>1</sup> TS 993; 59 Stat. 1052.

<sup>2</sup> The convention is printed in the English language only.

[Footnotes added by the Department of State.]

## ANNEX

**CHAPTER I**  
**GENERAL PROVISIONS****PART A – APPLICATION, DEFINITIONS, ETC.****Regulation 1***Application*

- (a) Unless expressly provided otherwise, the present Regulations apply only to ships engaged on international voyages.
- (b) The classes of ships to which each Chapter applies are more precisely defined, and the extent of the application is shown, in each Chapter.

**Regulation 2***Definitions*

For the purpose of the present Regulations, unless expressly provided otherwise:

- (a) “Regulations” means the Regulations contained in the Annex to the present Convention.
- (b) “Administration” means the Government of the State whose flag the ship is entitled to fly.
- (c) “Approved” means approved by the Administration.
- (d) “International voyage” means a voyage from a country to which the present Convention applies to a port outside such country, or conversely.
- (e) A passenger is every person other than:
  - (i) the master and the members of the crew or other persons employed or engaged in any capacity on board a ship on the business of that ship; and
  - (ii) a child under one year of age.
- (f) A passenger ship is a ship which carries more than twelve passengers.
- (g) A cargo ship is any ship which is not a passenger ship.

- (h) A tanker is a cargo ship constructed or adapted for the carriage in bulk of liquid cargoes of an inflammable\* nature.
- (i) A fishing vessel is a vessel used for catching fish, whales, seals, walrus or other living resources of the sea.
- (j) A nuclear ship is a ship provided with a nuclear power plant.
- (k) "New ship" means a ship the keel of which is laid or which is at a similar stage of construction on or after the date of coming into force of the present Convention.
- (l) "Existing ship" means a ship which is not a new ship.
- (m) A mile is 1,852 metres or 6,080 feet.

### **Regulation 3**

#### *Exceptions*

- (a) The present Regulations, unless expressly provided otherwise, do not apply to:
  - (i) Ships of war and troopships.
  - (ii) Cargo ships of less than 500 tons gross tonnage.
  - (iii) Ships not propelled by mechanical means.
  - (iv) Wooden ships of primitive build.
  - (v) Pleasure yachts not engaged in trade.
  - (vi) Fishing vessels.
- (b) Except as expressly provided in Chapter V, nothing herein shall apply to ships solely navigating the Great Lakes of North America and the River St. Lawrence as far east as a straight line drawn from Cap des Rosiers to West Point, Anticosti Island and, on the north side of Anticosti Island, the 63rd Meridian.

### **Regulation 4**

#### *Exemptions*

- (a) A ship which is not normally engaged on international voyages but which, in exceptional circumstances, is required to undertake a single international voyage may be exempted by the Administration from any of the requirements of the present Regulations provided that it complies with safety requirements which are adequate in the opinion of the Administration for the voyage which is to be undertaken by the ship.
- (b) The Administration may exempt any ship which embodies features of a novel kind from any of the provisions of Chapters II-1, II-2, III and IV of these

\* "Inflammable" has the same meaning as "flammable".

Regulations the application of which might seriously impede research into the development of such features and their incorporation in ships engaged on international voyages. Any such ship shall, however, comply with safety requirements which, in the opinion of that Administration, are adequate for the service for which it is intended and are such as to ensure the overall safety of the ship and which are acceptable to the Governments of the States to be visited by the ship. The Administration which allows any such exemption shall communicate to the Organization particulars of same and the reasons therefor which the Organization shall circulate to the Contracting Governments for their information.

### **Regulation 5**

#### *Equivalents*

(a) Where the present Regulations require that a particular fitting, material, appliance or apparatus, or type thereof, shall be fitted or carried in a ship, or that any particular provision shall be made, the Administration may allow any other fitting, material, appliance or apparatus, or type thereof, to be fitted or carried, or any other provision to be made in that ship, if it is satisfied by trial thereof or otherwise that such fitting, material, appliance or apparatus, or type thereof, or provision, is at least as effective as that required by the present Regulations.

(b) Any Administration which so allows, in substitution, a fitting, material, appliance or apparatus, or type thereof, or provision, shall communicate to the Organization particulars thereof together with a report on any trials made and the Organization shall circulate such particulars to other Contracting Governments for the information of their officers.

## **PART B – SURVEYS AND CERTIFICATES**

### **Regulation 6**

#### *Inspection and Survey*

The inspection and survey of ships, so far as regards the enforcement of the provisions of the present Regulations and the granting of exemptions therefrom, shall be carried out by officers of the country in which the ship is registered, provided that the Government of each country may entrust the inspection and survey either to surveyors nominated for the purpose or to organizations recognized by it. In every case the Government concerned fully guarantees the completeness and efficiency of the inspection and survey.

### **Regulation 7**

#### *Surveys of Passenger Ships*

- (a) A passenger ship shall be subjected to the surveys specified below:
- (i) A survey before the ship is put in service.



- (ii) A periodical survey once every twelve months.
- (iii) Additional surveys, as occasion arises.
- (b) The surveys referred to above shall be carried out as follows:
  - (i) The survey before the ship is put in service shall include a complete inspection of its structure, machinery and equipment, including the outside of the ship's bottom and the inside and outside of the boilers. This survey shall be such as to ensure that the arrangements, material, and scantlings of the structure, boilers and other pressure vessels and their appurtenances, main and auxiliary machinery, electrical installation, radio installation, radiotelegraph installations in motor lifeboats, portable radio apparatus for survival craft, life-saving appliances, fire protection, fire detecting and extinguishing appliances, radar, echo-sounding device, gyro-compass, pilot ladders, mechanical pilot hoists and other equipment, fully comply with the requirements of the present Convention, and of the laws, decrees, orders and regulations promulgated as a result thereof by the Administration for ships of the service for which it is intended. The survey shall also be such as to ensure that the workmanship of all parts of the ship and its equipment is in all respects satisfactory, and that the ship is provided with the lights, shapes, means of making sound signals and distress signals as required by the provisions of the present Convention and the International Regulations for Preventing Collisions at Sea in force.
  - (ii) The periodical survey shall include an inspection of the structure, boilers and other pressure vessels, machinery and equipment, including the outside of the ship's bottom. The survey shall be such as to ensure that the ship, as regards the structure, boilers and other pressure vessels and their appurtenances, main and auxiliary machinery, electrical installation, radio installation, radiotelegraph installations in motor lifeboats, portable radio apparatus for survival craft, life-saving appliances, fire protection, fire detecting and extinguishing appliances, radar, echo-sounding device, gyro-compass, pilot ladders, mechanical pilot hoists and other equipment, is in satisfactory condition and fit for the service for which it is intended, and that it complies with the requirements of the present Convention, and of the laws, decrees, orders and regulations promulgated as a result thereof by the Administration. The lights, shapes and means of making sound signals and the distress signals carried by the ship shall also be subject to the above-mentioned survey for the purpose of ensuring that they comply with the requirements of the present Convention and of the International Regulations for Preventing Collisions at Sea<sup>[1]</sup> in force.
  - (iii) A survey either general or partial, according to the circumstances, shall be made every time an accident occurs or a defect is discovered which affects the safety of the ship or the efficiency or completeness of its life-saving appliances or other equipment, or whenever any important repairs or renewals are made. The survey shall be such as to ensure that the necessary repairs or renewals have been effectively made, that the material and workmanship of such repairs are in all respects satisfactory, and that the ship complies in all respects with

<sup>1</sup> Done Oct. 20, 1972. TIAS 8587; 28 UST 3459. [Footnote added by the Department of State.]

the provisions of the present Convention and of the International Regulations for Preventing Collisions at Sea in force, and of the laws, decrees, orders and regulations promulgated as a result thereof by the Administration.

- (c) (i) The laws, decrees, orders and regulations referred to in paragraph (b) of this Regulation shall be in all respects such as to ensure that, from the point of view of safety of life, the ship is fit for the service for which it is intended.
- (ii) They shall among other things prescribe the requirements to be observed as to the initial and subsequent hydraulic or other acceptable alternative tests to which the main and auxiliary boilers, connexions, steam pipes, high pressure receivers, and fuel tanks for internal combustion engines are to be submitted including the test procedures to be followed and the intervals between two consecutive tests.

### **Regulation 8**

#### *Surveys of Life-Saving Appliances and other Equipment of Cargo Ships*

The life-saving appliances, except a radiotelegraph installation in a motor lifeboat or a portable radio apparatus for survival craft, the echo-sounding device, the gyro-compass, and the fire-extinguishing appliances of cargo ships to which Chapters II-1, II-2, III and V apply shall be subject to initial and subsequent surveys as provided for passenger ships in Regulation 7 of this Chapter with the substitution of 24 months for 12 months in sub-paragraph (a)(ii) of that Regulation. The fire control plans in new ships and the pilot ladders, mechanical pilot hoists, lights, shapes and means of making sound signals carried by new and existing ships shall be included in the surveys for the purpose of ensuring that they comply fully with the requirements of the present Convention and, where applicable, the International Regulations for Preventing Collisions at Sea in force.

### **Regulation 9**

#### *Surveys of Radio and Radar Installations of Cargo Ships*

The radio and radar installations of cargo ships to which Chapters IV and V apply and any radiotelegraph installation in a motor lifeboat or portable radio apparatus for survival craft which is carried in compliance with the requirements of Chapter III shall be subject to initial and subsequent surveys as provided for passenger ships in Regulation 7 of this Chapter.

### **Regulation 10**

#### *Surveys of Hull, Machinery and Equipment of Cargo Ships*

The hull, machinery and equipment (other than items in respect of which Cargo Ship Safety Equipment Certificates, Cargo Ship Safety Radiotelegraphy Certificates or Cargo Ship Safety Radiotelephony Certificates are issued) of a



cargo ship shall be surveyed on completion and thereafter in such manner and at such intervals as the Administration may consider necessary in order to ensure that their condition is in all respects satisfactory. The survey shall be such as to ensure that the arrangements, material, and scantlings of the structure, boilers and other pressure vessels and their appurtenances, main and auxiliary machinery, electrical installations and other equipment are in all respects satisfactory for the service for which the ship is intended.

### **Regulation 11**

#### *Maintenance of Conditions after Survey*

After any survey of the ship under Regulations 7, 8, 9 or 10 of this Chapter has been completed, no change shall be made in the structural arrangements, machinery, equipment, etc. covered by the survey, without the sanction of the Administration.

### **Regulation 12**

#### *Issue of Certificates*

- (a) (i) A certificate called a Passenger Ship Safety Certificate shall be issued after inspection and survey to a passenger ship which complies with the requirements of Chapters II-1, II-2, III and IV and any other relevant requirements of the present Regulations.
- (ii) A certificate called a Cargo Ship Safety Construction Certificate shall be issued after survey to a cargo ship which satisfies the requirements for cargo ships on survey set out in Regulation 10 of this Chapter and complies with the applicable requirements of Chapters II-1 and II-2 other than those relating to fire-extinguishing appliances and fire control plans.
- (iii) A certificate called a Cargo Ship Safety Equipment Certificate shall be issued after inspection to a cargo ship which complies with the relevant requirements of Chapters II-1, II-2 and III and any other relevant requirements of the present Regulations.
- (iv) A certificate called a Cargo Ship Safety Radiotelegraphy Certificate shall be issued after inspection to a cargo ship, fitted with a radio-telegraph installation, which complies with the requirements of Chapter IV and any other relevant requirements of the present Regulations.
- (v) A certificate called a Cargo Ship Safety Radiotelephony Certificate shall be issued after inspection to a cargo ship, fitted with a radio-telephone installation, which complies with the requirements of Chapter IV and any other relevant requirements of the present Regulations.
- (vi) When an exemption is granted to a ship under and in accordance with the provisions of the present Regulations, a certificate called an Exemption Certificate shall be issued in addition to the certificates prescribed in this paragraph.

- (vii) Passenger Ship Safety Certificates, Cargo Ship Safety Construction Certificates, Cargo Ship Safety Equipment Certificates, Cargo Ship Safety Radiotelegraphy Certificates, Cargo Ship Safety Radiotelephony Certificates and Exemption Certificates shall be issued either by the Administration or by any person or organization duly authorized by it. In every case, that Administration assumes full responsibility for the Certificate.

(b) Notwithstanding any other provision of the present Convention any certificate issued under, and in accordance with, the provisions of the International Convention for the Safety of Life at Sea, 1960, which is current when the present Convention comes into force in respect of the Administration by which the certificate is issued, shall remain valid until it expires under the terms of Regulation 14 of Chapter I of that Convention.

(c) A Contracting Government shall not issue certificates under, and in accordance with, the provisions of the International Convention for the Safety of Life at Sea, 1960, 1948<sup>[1]</sup> or 1929,<sup>[2]</sup> after the date on which acceptance of the present Convention by the Government takes effect.

### Regulation 13

#### *Issue of Certificate by another Government*

A Contracting Government may, at the request of the Administration, cause a ship to be surveyed and, if satisfied that the requirements of the present Regulations are complied with, shall issue certificates to the ship in accordance with the present Regulations. Any certificate so issued must contain a statement to the effect that it has been issued at the request of the Government of the country in which the ship is or will be registered, and it shall have the same force and receive the same recognition as a certificate issued under Regulation 12 of this Chapter.

### Regulation 14

#### *Duration of Certificates*

(a) Certificates other than Cargo Ship Safety Construction Certificates, Cargo Ship Safety Equipment Certificates and Exemption Certificates shall be issued for a period of not more than 12 months. Cargo Ship Safety Equipment Certificates shall be issued for a period of not more than 24 months. Exemption Certificates shall not be valid for longer than the period of the certificates to which they refer.

(b) If a survey takes place within two months before the end of the period for which a Cargo Ship Safety Radiotelegraphy Certificate or a Cargo Ship Safety Radiotelephony Certificate issued in respect of cargo ships of 300 tons gross tonnage and upwards, but less than 500 tons gross tonnage, was originally issued, that certificate may be withdrawn, and a new certificate may be issued which shall expire 12 months after the end of the said period.

(c) If a ship at the time when its certificate expires is not in a port of the country in which it is registered, the certificate may be extended by the Admini-

<sup>1</sup> TIAS 2495 ; 3 UST 3450.

<sup>2</sup> TS 916 ; 50 Stat. 1121. [Footnotes added by the Department of State.]

stration, but such extension shall be granted only for the purpose of allowing the ship to complete its voyage to the country in which it is registered or is to be surveyed, and then only in cases where it appears proper and reasonable so to do.

(d) No certificate shall be thus extended for a longer period than five months, and a ship to which such extension is granted shall not, on its arrival in the country in which it is registered or the port in which it is to be surveyed, be entitled by virtue of such extension to leave that port or country without having obtained a new certificate.

(e) A certificate which has not been extended under the foregoing provisions of this Regulation may be extended by the Administration for a period of grace of up to one month from the date of expiry stated on it.

### **Regulation 15**

#### *Form of Certificates*

(a) All certificates shall be drawn up in the official language or languages of the country by which they are issued.

(b) The form of the certificates shall be that of the models given in the Appendix to the present Regulations. The arrangement of the printed part of the model certificates shall be exactly reproduced in the certificates issued, or in certified copies thereof, and the particulars inserted in the certificates issued, or in certified copies thereof, shall be in Roman characters and Arabic figures.

### **Regulation 16**

#### *Posting up of Certificates*

All certificates or certified copies thereof issued under the present Regulations shall be posted up in a prominent and accessible place in the ship.

### **Regulation 17**

#### *Acceptance of Certificates*

Certificates issued under the authority of a Contracting Government shall be accepted by the other Contracting Governments for all purposes covered by the present Convention. They shall be regarded by the other Contracting Governments as having the same force as certificates issued by them.

### **Regulation 18**

#### *Qualification of Certificates*

(a) If in the course of a particular voyage a ship has on board a number of persons less than the total number stated in the Passenger Ship Safety Certificate and is in consequence, in accordance with the provisions of the present Regula-



tions, free to carry a smaller number of lifeboats and other life-saving appliances than that stated in the Certificate, an annex may be issued by the Government, person or organization referred to in Regulation 12 or 13 of this Chapter.

(b) This annex shall state that in the circumstances there is no infringement of the provisions of the present Regulations. It shall be annexed to the Certificate and shall be substituted for it in so far as the life-saving appliances are concerned. It shall be valid only for the particular voyage for which it is issued.

### **Regulation 19**

#### *Control*

Every ship holding a certificate issued under Regulation 12 or Regulation 13 of this Chapter is subject in the ports of the other Contracting Governments to control by officers duly authorized by such Governments in so far as this control is directed towards verifying that there is on board a valid certificate. Such certificate shall be accepted unless there are clear grounds for believing that the condition of the ship or of its equipment does not correspond substantially with the particulars of that certificate. In that case, the officer carrying out the control shall take such steps as will ensure that the ship shall not sail until it can proceed to sea without danger to the passengers or the crew. In the event of this control giving rise to intervention of any kind, the officer carrying out the control shall inform the Consul of the country in which the ship is registered in writing forthwith of all the circumstances in which intervention was deemed to be necessary, and the facts shall be reported to the Organization.

### **Regulation 20**

#### *Privileges*

The privileges of the present Convention may not be claimed in favour of any ship unless it holds appropriate valid certificates.

## **PART C – CASUALTIES**

### **Regulation 21**

#### *Casualties*

(a) Each Administration undertakes to conduct an investigation of any casualty occurring to any of its ships subject to the provisions of the present Convention when it judges that such an investigation may assist in determining what changes in the present Regulations might be desirable.

(b) Each Contracting Government undertakes to supply the Organization with pertinent information concerning the findings of such investigations. No reports or recommendations of the Organization based upon such information shall disclose the identity or nationality of the ships concerned or in any manner fix or imply responsibility upon any ship or person.

**CHAPTER II-1****CONSTRUCTION – SUBDIVISION AND STABILITY,  
MACHINERY AND ELECTRICAL INSTALLATIONS****PART A – GENERAL****Regulation 1***Application*

- (a) (i) Unless expressly provided otherwise, this Chapter applies to new ships.
- (ii) Existing passenger ships and cargo ships shall comply with the following:
  - (1) for ships the keels of which were laid or which were at a similar stage of construction on or after the date of coming into force of the International Convention for the Safety of Life at Sea, 1960, the Administration shall ensure that the requirements which were applied under Chapter II of that Convention to new ships as defined in that Chapter are complied with;
  - (2) for ships the keels of which were laid or which were at a similar stage of construction on or after the date of coming into force of the International Convention for the Safety of Life at Sea, 1948, but before the date of coming into force of the International Convention for the Safety of Life at Sea, 1960, the Administration shall ensure that the requirements which were applied under Chapter II of the 1948 Convention to new ships as defined in that Chapter are complied with;
  - (3) for ships the keels of which were laid or which were at a similar stage of construction before the date of coming into force of the International Convention for the Safety of Life at Sea, 1948, the Administration shall ensure that the requirements which were applied under Chapter II of that Convention to existing ships as defined in that Chapter are complied with;
  - (4) as regards the requirements of Chapter II-1 of the present Convention which are not contained in Chapter II of the 1960 and 1948 Conventions, the Administration shall decide which of these requirements shall be applied to existing ships as defined in the present Convention.
- (iii) A ship which undergoes repairs, alterations, modifications and outfitting related thereto shall continue to comply with at least the requirements previously applicable to the ship. An existing ship in such a case shall not, as a rule, comply to a lesser extent with the requirements for a new ship than it did before. Repairs, alterations

and modifications of a major character and outfitting related thereto should meet the requirements for a new ship in so far as the Administration deems reasonable and practicable.

(b) For the purpose of this Chapter:

- (i) A new passenger ship is a passenger ship the keel of which is laid or which is at a similar stage of construction on or after the date of coming into force of the present Convention, or a cargo ship which is converted to a passenger ship on or after that date, all other passenger ships being described as existing passenger ships.
- (ii) A new cargo ship is a cargo ship the keel of which is laid or which is at a similar stage of construction after the date of coming into force of the present Convention.

(c) The Administration may, if it considers that the sheltered nature and conditions of the voyage are such as to render the application of any specific requirements of this Chapter unreasonable or unnecessary, exempt from those requirements individual ships or classes of ships belonging to its country which, in the course of their voyage, do not proceed more than 20 miles from the nearest land.

(d) In the case of a passenger ship which is permitted under paragraph (c) of Regulation 27 of Chapter III to carry a number of persons on board in excess of the lifeboat capacity provided, it shall comply with the special standards of subdivision set out in paragraph (e) of Regulation 5 of this Chapter, and the associated special provisions regarding permeability in paragraph (d) of Regulation 4 of this Chapter, unless the Administration is satisfied that, having regard to the nature and conditions of the voyage, compliance with the other provisions of the Regulations of this Chapter and Chapter II-2 of the present Convention is sufficient.

(e) In the case of passenger ships which are employed in special trades for the carriage of large numbers of special trade passengers, such as the pilgrim trade, the Administration, if satisfied that it is impracticable to enforce compliance with the requirements of this Chapter, may exempt such ships, when they belong to its country, from those requirements, provided that they comply fully with the provisions of:

- (i) the Rules annexed to the Special Trade Passenger Ships Agreement, 1971, and
- (ii) the Rules annexed to the Protocol on Space Requirements for Special Trade Passenger Ships, 1973, when it enters into force.

## Regulation 2

### *Definitions*

For the purpose of this Chapter, unless expressly provided otherwise:

- (a) (i) A subdivision load line is a water-line used in determining the subdivision of the ship.



- (ii) The deepest subdivision load line is the water-line which corresponds to the greatest draught permitted by the subdivision requirements which are applicable.
- (b) The length of the ship is the length measured between perpendiculars taken at the extremities of the deepest subdivision load line.
- (c) The breadth of the ship is the extreme width from outside of frame to outside of frame at or below the deepest subdivision load line.
- (d) The draught is the vertical distance from the moulded base line amidships to the subdivision load line in question.
- (e) The bulkhead deck is the uppermost deck up to which the transverse watertight bulkheads are carried.
- (f) The margin line is a line drawn at least 76 millimetres (3 inches) below the upper surface of the bulkhead deck at side.
- (g) The permeability of a space is the percentage of that space which can be occupied by water.

The volume of a space which extends above the margin line shall be measured only to the height of that line.

(h) The machinery space is to be taken as extending from the moulded base line to the margin line and between the extreme main transverse watertight bulkheads bounding the spaces containing the main and auxiliary propelling machinery, boilers serving the needs of propulsion, and all permanent coal bunkers.

In the case of unusual arrangements, the Administration may define the limits of the machinery spaces.

(i) Passenger spaces are those which are provided for the accommodation and use of passengers, excluding baggage, store, provision and mail rooms.

For the purposes of Regulations 4 and 5 of this Chapter, spaces provided below the margin line for the accommodation and use of the crew shall be regarded as passenger spaces.

(j) In all cases volumes and areas shall be calculated to moulded lines.

## PART B – SUBDIVISION AND STABILITY\*

(Part B applies to passenger ships only, except that Regulation 19 also applies to cargo ships.)

### Regulation 3

#### *Floodable Length*

(a) The floodable length at any point of the length of a ship shall be determined by a method of calculation which takes into consideration the form, draught and other characteristics of the ship in question.

\* Instead of the requirements in this Part, the Regulations on Subdivision and Stability of Passenger Ships as an Equivalent to Part B of Chapter II of the International Convention for the Safety of Life at Sea, 1960, adopted by the Organization by Resolution A.265(VIII), may be used, if applied, in their entirety.



(b) In a ship with a continuous bulkhead deck, the floodable length at a given point is the maximum portion of the length of the ship, having its centre at the point in question, which can be flooded under the definite assumptions set forth in Regulation 4 of this Chapter without the ship being submerged beyond the margin line.

- (c) (i) In the case of a ship not having a continuous bulkhead deck, the floodable length at any point may be determined to an assumed continuous margin line which at no point is less than 76 millimetres (3 inches) below the top of the deck (at side) to which the bulkheads concerned and the shell are carried watertight.
- (ii) Where a portion of an assumed margin line is appreciably below the deck to which bulkheads are carried, the Administration may permit a limited relaxation in the watertightness of those portions of the bulkheads which are above the margin line and immediately under the higher deck.

#### Regulation 4

##### *Permeability*

(a) The definite assumptions referred to in Regulation 3 of this Chapter relate to the permeabilities of the spaces below the margin line.

In determining the floodable length, a uniform average permeability shall be used throughout the whole length of each of the following portions of the ship below the margin line:

- (i) the machinery space as defined in Regulation 2 of this Chapter;
  - (ii) the portion forward of the machinery space; and
  - (iii) the portion abaft the machinery space.
- (b) (i) The uniform average permeability throughout the machinery space shall be determined from the formula –

$$85 + 10 \left( \frac{a - c}{v} \right)$$

where:

- a = volume of the passenger spaces, as defined in Regulation 2 of this Chapter, which are situated below the margin line within the limits of the machinery space;
  - c = volume of between deck spaces below the margin line within the limits of the machinery space which are appropriated to cargo, coal or stores;
  - v = whole volume of the machinery space below the margin line.
- (ii) Where it is shown to the satisfaction of the Administration that the average permeability as determined by detailed calculation is less than that given by the formula, the detailed calculated value may be used. For the purpose of such calculation, the permeabilities of passenger spaces, as defined in Regulation 2 of this Chapter, shall be taken as 95, that of all cargo, coal and store spaces as 60, and that

of double bottom, oil fuel and other tanks at such values as may be approved in each case.

(c) Except as provided in paragraph (d) of this Regulation, the uniform average permeability throughout the portion of the ship before (or abaft) the machinery space shall be determined from the formula –

$$63 + 35 \frac{a}{v}$$

where:

a = volume of the passenger spaces, as defined in Regulation 2 of this Chapter, which are situated below the margin line, before (or abaft) the machinery space, and

v = whole volume of the portion of the ship below the margin line before (or abaft) the machinery space.

(d) In the case of a ship which is permitted under paragraph (c) of Regulation 27 of Chapter III to carry a number of persons on board in excess of the lifeboat capacity provided, and is required under paragraph (d) of Regulation 1 of this Chapter to comply with special provisions, the uniform average permeability throughout the portion of the ship before (or abaft) the machinery space shall be determined from the formula –

$$95 - 35 \frac{b}{v}$$

where:

b = the volume of the spaces below the margin line and above the tops of floors, inner bottom, or peak tanks, as the case may be, which are appropriated to and used as cargo spaces, coal or oil fuel bunkers, store-rooms, baggage and mail rooms, chain lockers and fresh water tanks, before (or abaft) the machinery space; and

v = whole volume of the portion of the ship below the margin line before (or abaft) the machinery space.

In the case of ships engaged on services where the cargo holds are not generally occupied by any substantial quantities of cargo, no part of the cargo spaces is to be included in calculating "b".

(e) In the case of unusual arrangements the Administration may allow, or require, a detailed calculation of average permeability for the portions before or abaft the machinery space. For the purpose of such calculation, the permeability of passenger spaces as defined in Regulation 2 of this Chapter shall be taken as 95, that of spaces containing machinery as 85, that of all cargo, coal and store spaces as 60, and that of double bottom, oil fuel and other tanks at such value as may be approved in each case.

(f) Where a between deck compartment between two watertight transverse bulkheads contains any passenger or crew space, the whole of that compartment, less any space completely enclosed within permanent steel bulkheads and appropriated to other purposes, shall be regarded as passenger space. Where, however, the passenger or crew space in question is completely enclosed within permanent steel bulkheads, only the space so enclosed need be considered as passenger space.

**Regulation 5***Permissible Length of Compartments*

(a) Ships shall be as efficiently subdivided as is possible having regard to the nature of the service for which they are intended. The degree of subdivision shall vary with the length of the ship and with the service, in such manner that the highest degree of subdivision corresponds with the ships of greatest length, primarily engaged in the carriage of passengers.

(b) *Factor of Subdivision.* The maximum permissible length of a compartment having its centre at any point in the ship's length is obtained from the floodable length by multiplying the latter by an appropriate factor called the factor of subdivision.

The factor of subdivision shall depend on the length of the ship, and for a given length shall vary according to the nature of the service for which the ship is intended. It shall decrease in a regular and continuous manner:

- (i) as the length of the ship increases, and
- (ii) from a factor A, applicable to ships primarily engaged in the carriage of cargo, to a factor B, applicable to ships primarily engaged in the carriage of passengers.

The variations of the factors A and B shall be expressed by the following formulae (I) and (II) where L is the length of the ship as defined in Regulation 2 of this Chapter:

L in metres

$$A = \frac{58.2}{L - 60} + .18 \quad (L = 131 \text{ and upwards}) \dots\dots\dots \text{(I)}$$

L in feet

$$A = \frac{190}{L - 198} + .18 \quad (L = 430 \text{ and upwards})$$

L in metres

$$B = \frac{30.3}{L - 42} + .18 \quad (L = 79 \text{ and upwards}) \dots\dots\dots \text{(II)}$$

L in feet

$$B = \frac{100}{L - 138} + .18 \quad (L = 260 \text{ and upwards})$$

(c) *Criterion of Service.* For a ship of given length the appropriate factor of subdivision shall be determined by the Criterion of Service Numeral (hereinafter called the Criterion Numeral) as given by the following formulae (III) and (IV) where:

$C_s$  = the Criterion Numeral;

L = length of the ship, as defined in Regulation 2 of this Chapter;

M = the volume of the machinery space, as defined in Regulation 2 of this Chapter; with the addition thereto of the volume of any permanent oil fuel bunkers which may be situated above the inner bottom and before or abaft the machinery space;



P = the whole volume of the passenger spaces below the margin line, as defined in Regulation 2 of this Chapter;

V = the whole volume of the ship below the margin line;

$P_1$  = KN where:

N = number of passengers for which the ship is to be certified, and

K has the following values:

	Value of K
Length in metres and volumes in cubic metres	.056L
Length in feet and volumes in cubic feet	.6L

Where the value of KN is greater than the sum of P and the whole volume of the actual passenger spaces above the margin line, the figure to be taken as  $P_1$  is that sum or two-thirds KN, whichever is the greater.

When  $P_1$  is greater than P –

$$C_s = 72 \frac{M + 2P_1}{V + P_1 - P} \dots\dots\dots (III)$$

and in other cases –

$$C_s = 72 \frac{M + 2P}{V} \dots\dots\dots (IV)$$

For ships not having a continuous bulkhead deck the volumes are to be taken up to the actual margin lines used in determining the floodable lengths.

(d) *Rules for Subdivision of Ships other than those covered by paragraph (e) of this Regulation*

- (i) The subdivision abaft the forepeak of ships 131 metres (430 feet) in length and upwards having a criterion numeral of 23 or less shall be governed by the factor A given by formula (I); of those having a criterion numeral of 123 or more by the factor B given by formula (II); and of those having a criterion numeral between 23 and 123 by the factor F obtained by linear interpolation between the factors A and B, using the formula:

$$F = A - \frac{(A - B)(C_s - 23)}{100} \dots\dots\dots (V)$$

Nevertheless, where the criterion numeral is equal to 45 or more and simultaneously the computed factor of subdivision as given by formula (V) is .65 or less, but more than .50, the subdivision abaft the forepeak shall be governed by the factor .50.

Where the factor F is less than .40 and it is shown to the satisfaction of the Administration to be impracticable to comply with the factor F in a machinery compartment of the ship, the subdivision of such compartment may be governed by an increased factor, which, however, shall not exceed .40.

- (ii) The subdivision abaft the forepeak of ships less than 131 metres (430 feet) but not less than 79 metres (260 feet) in length having a criterion numeral equal to S, where –

$$S = \frac{3,574 - 25L}{13} \text{ (L in metres)} = \frac{9,382 - 20L}{34} \text{ (L in feet)}$$



shall be governed by the factor unity; of those having a criterion numeral of 123 or more by the factor B given by the formula (II); of those having a criterion numeral between S and 123 by the factor F obtained by linear interpolation between unity and the factor B using the formula:

$$F = 1 - \frac{(1 - B)(C_s - S)}{123 - S} \dots\dots\dots (VI)$$

- (iii) The subdivision abaft the forepeak of ships less than 131 metres (430 feet) but not less than 79 metres (260 feet) in length and having a criterion numeral less than S, and of all ships less than 79 metres (260 feet) in length shall be governed by the factor unity, unless, in either case, it is shown to the satisfaction of the Administration to be impracticable to comply with this factor in any part of the ship, in which case the Administration may allow such relaxation as may appear to be justified, having regard to all the circumstances.
- (iv) The provisions of sub-paragraph (iii) of this paragraph shall apply also to ships of whatever length, which are to be certified to carry a number of passengers exceeding 12 but not exceeding –

$$\frac{L^2}{650} \text{ (in metres)} = \frac{L^2}{7,000} \text{ (in feet), or 50, whichever is the less.}$$

- (e) *Special Standards of Subdivision for Ships which are permitted under paragraph (c) of Regulation 27 of Chapter III to carry a number of persons on board in excess of the lifeboat capacity provided and are required under paragraph (d) of Regulation 1 of this Chapter to comply with special provisions*

- (i)
  - (1) In the case of ships primarily engaged in the carriage of passengers, the subdivision abaft the forepeak shall be governed by a factor of .50 or by the factor determined according to paragraphs (c) and (d) of this Regulation, if less than .50.
  - (2) In the case of such ships less than 91.5 metres (300 feet) in length, if the Administration is satisfied that compliance with such factor would be impracticable in a compartment, it may allow the length of that compartment to be governed by a higher factor provided the factor used is the lowest that is practicable and reasonable in the circumstances.
- (ii) Where, in the case of any ship whether less than 91.5 metres (300 feet) or not, the necessity of carrying appreciable quantities of cargo makes it impracticable to require the subdivision abaft the forepeak to be governed by a factor not exceeding .50, the standard of subdivision to be applied shall be determined in accordance with the following sub-paragraphs (1) to (5), subject to the condition that where the Administration is satisfied that insistence on strict compliance in any respect would be unreasonable, it may allow such alternative arrangement of the watertight bulkheads as appears to be justified on merits and will not diminish the general effectiveness of the subdivision.
  - (1) The provisions of paragraph (c) of this Regulation relating to the criterion numeral shall apply with the exception that in

calculating the value of  $P_1$  for berthed passengers  $K$  is to have the value defined in paragraph (c) of this Regulation, or 3.55 cubic metres (125 cubic feet), whichever is the greater, and for unberthed passengers  $K$  is to have the value 3.55 cubic metres (125 cubic feet).

- (2) The factor  $B$  in paragraph (b) of this Regulation shall be replaced by the factor  $BB$  determined by the following formula:

$L$  in metres

$$BB = \frac{17.6}{L - 33} + .20 \quad (L = 55 \text{ and upwards})$$

$L$  in feet

$$BB = \frac{57.6}{L - 108} + .20 \quad (L = 180 \text{ and upwards})$$

- (3) The subdivision abaft the forepeak of ships 131 metres (430 feet) in length and upwards having a criterion numeral of 23 or less shall be governed by the factor  $A$  given by formula (I) in paragraph (b) of this Regulation; of those having a criterion numeral of 123 or more by the factor  $BB$  given by the formula in sub-paragraph (ii)(2) of this paragraph; and of those having a criterion numeral between 23 and 123 by the factor  $F$  obtained by linear interpolation between the factors  $A$  and  $BB$ , using the formula:

$$F = A - \frac{(A - BB)(C_s - 23)}{100}$$

except that if the factor  $F$  so obtained is less than .50 the factor to be used shall be either .50 or the factor calculated according to the provisions of sub-paragraph (d)(i) of this Regulation, whichever is the smaller.

- (4) The subdivision abaft the forepeak of ships less than 131 metres (430 feet) but not less than 55 metres (180 feet) in length having a criterion numeral equal to  $S_1$  where –

$$S_1 = \frac{3,712 - 25L}{19} \quad (L \text{ in metres})$$

$$S_1 = \frac{1,950 - 4L}{10} \quad (L \text{ in feet})$$

shall be governed by the factor unity; of those having a criterion numeral of 123 or more by the factor  $BB$  given by the formula in sub-paragraph (ii)(2) of this paragraph; of those having a criterion numeral between  $S_1$  and 123 by the factor  $F$  obtained by linear interpolation between unity and the factor  $BB$  using the formula:

$$F = 1 - \frac{(1 - BB)(C_s - S_1)}{123 - S_1}$$

except that in either of the two latter cases if the factor so obtained is less than .50 the subdivision may be governed by a factor not exceeding .50.

- (5) The subdivision abaft the forepeak of ships less than 131 metres (430 feet) but not less than 55 metres (180 feet) in length and having a criterion numeral less than  $S_1$  and of all ships less than 55 metres (180 feet) in length shall be governed by the factor unity, unless it is shown to the satisfaction of the Administration to be impracticable to comply with this factor in particular compartments, in which event the Administration may allow such relaxations in respect of those compartments as appear to be justified, having regard to all the circumstances, provided that the aftermost compartment and as many as possible of the forward compartments (between the forepeak and the after end of the machinery space) shall be kept within the floodable length.

### Regulation 6

#### *Special Rules concerning Subdivision*

(a) Where in a portion or portions of a ship the watertight bulkheads are carried to a higher deck than in the remainder of the ship and it is desired to take advantage of this higher extension of the bulkheads in calculating the floodable length, separate margin lines may be used for each such portion of the ship provided that:

- (i) the sides of the ship are extended throughout the ship's length to the deck corresponding to the upper margin line and all openings in the shell plating below this deck throughout the length of the ship are treated as being below a margin line, for the purposes of Regulation 14 of this Chapter; and
  - (ii) the two compartments adjacent to the "step" in the bulkhead deck are each within the permissible length corresponding to their respective margin lines, and, in addition, their combined length does not exceed twice the permissible length based on the lower margin line.
- (b)
- (i) A compartment may exceed the permissible length determined by the rules of Regulation 5 of this Chapter provided the combined length of each pair of adjacent compartments to which the compartment in question is common does not exceed either the floodable length or twice the permissible length, whichever is the less.
  - (ii) If one of the two adjacent compartments is situated inside the machinery space, and the second is situated outside the machinery space, and the average permeability of the portion of the ship in which the second is situated differs from that of the machinery space, the combined length of the two compartments shall be adjusted to the mean average permeability of the two portions of the ship in which the compartments are situated.
  - (iii) Where the two adjacent compartments have different factors of subdivision, the combined length of the two compartments shall be determined proportionately.



(c) In ships 100 metres (330 feet) in length and upwards, one of the main transverse bulkheads abaft the forepeak shall be fitted at a distance from forward perpendicular which is not greater than the permissible length.

(d) A main transverse bulkhead may be recessed provided that all parts of the recess lie inboard of vertical surfaces on both sides of the ship, situated at a distance from the shell plating equal to one-fifth the breadth of the ship, as defined in Regulation 2 of this Chapter, and measured at right angles to the centre line at the level of the deepest subdivision load line.

Any part of a recess which lies outside these limits shall be dealt with as a step in accordance with paragraph (e) of this Regulation.

(e) A main transverse bulkhead may be stepped provided that it meets one of the following conditions:

- (i) the combined length of the two compartments, separated by the bulkhead in question, does not exceed either 90 per cent of the floodable length or twice the permissible length, except that in ships having a factor of subdivision greater than .9, the combined length of the two compartments in question shall not exceed the permissible length;
- (ii) additional subdivision is provided in way of the step to maintain the same measure of safety as that secured by a plane bulkhead;
- (iii) the compartment over which the step extends does not exceed the permissible length corresponding to a margin line taken 76 millimetres (3 inches) below the step.

(f) Where a main transverse bulkhead is recessed or stepped, an equivalent plane bulkhead shall be used in determining the subdivision.

(g) If the distance between two adjacent main transverse bulkheads, or their equivalent plane bulkheads, or the distance between the transverse planes passing through the nearest stepped portions of the bulkheads, is less than 3.05 metres (10 feet) plus 3 per cent of the length of the ship, or 10.67 metres (35 feet) whichever is the less, only one of these bulkheads shall be regarded as forming part of the subdivision of the ship in accordance with the provisions of Regulation 5 of this Chapter.

(h) Where a main transverse watertight compartment contains local subdivision and it can be shown to the satisfaction of the Administration that, after any assumed side damage extending over a length of 3.05 metres (10 feet) plus 3 per cent of the length of the ship, or 10.67 metres (35 feet) whichever is the less, the whole volume of the main compartment will not be flooded, a proportionate allowance may be made in the permissible length otherwise required for such compartment. In such a case the volume of effective buoyancy assumed on the undamaged side shall not be greater than that assumed on the damaged side.

(i) Where the required factor of subdivision is .50 or less, the combined length of any two adjacent compartments shall not exceed the floodable length.



**Regulation 7***Stability of Ships in Damaged Condition*

(a) Sufficient intact stability shall be provided in all service conditions so as to enable the ship to withstand the final stage of flooding of any one main compartment which is required to be within the floodable length.

Where two adjacent main compartments are separated by a bulkhead which is stepped under the conditions of sub-paragraph (e)(i) of Regulation 6 of this Chapter the intact stability shall be adequate to withstand the flooding of those two adjacent main compartments.

Where the required factor of subdivision is .50 or less but more than .33 intact stability shall be adequate to withstand the flooding of any two adjacent main compartments.

Where the required factor of subdivision is .33 or less the intact stability shall be adequate to withstand the flooding of any three adjacent main compartments.

- (b) (i) The requirements of paragraph (a) of this Regulation shall be determined by calculations which are in accordance with paragraphs (c), (d) and (f) of this Regulation and which take into consideration the proportions and design characteristics of the ship and the arrangement and configuration of the damaged compartments. In making these calculations the ship is to be assumed in the worst anticipated service condition as regards stability.
- (ii) Where it is proposed to fit decks, inner skins or longitudinal bulkheads of sufficient tightness to seriously restrict the flow of water, the Administration shall be satisfied that proper consideration is given to such restrictions in the calculations.
- (iii) In cases where the Administration considers the range of stability in the damaged condition to be doubtful, it may require investigation thereof.

(c) For the purpose of making damage stability calculations the volume and surface permeabilities shall be in general as follows:

Spaces	Permeability
Appropriated to Cargo, Coal or Stores	60
Occupied by Accommodation	95
Occupied by Machinery	85
Intended for Liquids	0 or 95*

Higher surface permeabilities are to be assumed in respect of spaces which, in the vicinity of the damage waterplane, contain no substantial quantity of accommodation or machinery and spaces which are not generally occupied by any substantial quantity of cargo or stores.

(d) Assumed extent of damage shall be as follows:

- (i) longitudinal extent: 3.05 metres (10 feet) plus 3 per cent of the length of the ship, or 10.67 metres (35 feet) whichever is the less. Where the

\* Whichever results in the more severe requirements.

required factor of subdivision is .33 or less the assumed longitudinal extent of damage shall be increased as necessary so as to include any two consecutive main transverse watertight bulkheads;

- (ii) transverse extent (measured inboard from the ship's side, at right angles to the centre line at the level of the deepest subdivision load line): a distance of one-fifth of the breadth of the ship, as defined in Regulation 2 of this Chapter; and
  - (iii) vertical extent: from the base line upwards without limit.
  - (iv) If any damage of lesser extent than that indicated in sub-paragraphs (i), (ii) and (iii) of this paragraph would result in a more severe condition regarding heel or loss of metacentric height, such damage shall be assumed in the calculations.
- (e) Unsymmetrical flooding is to be kept to a minimum consistent with efficient arrangements. Where it is necessary to correct large angles of heel, the means adopted shall, where practicable, be self-acting, but in any case where controls to cross-flooding fittings are provided they shall be operable from above the bulkhead deck. These fittings together with their controls as well as the maximum heel before equalization shall be acceptable to the Administration. Where cross-flooding fittings are required the time for equalization shall not exceed 15 minutes. Suitable information concerning the use of cross-flooding fittings shall be supplied to the master of the ship.\*
- (f) The final conditions of the ship after damage and, in the case of unsymmetrical flooding, after equalization measures have been taken shall be as follows:
- (i) in the case of symmetrical flooding there shall be a positive residual metacentric height of at least 50 millimetres (2 inches) as calculated by the constant displacement method;
  - (ii) in the case of unsymmetrical flooding the total heel shall not exceed seven degrees, except that, in special cases, the Administration may allow additional heel due to the unsymmetrical moment, but in no case shall the final heel exceed fifteen degrees;
  - (iii) in no case shall the margin line be submerged in the final stage of flooding. If it is considered that the margin line may become submerged during an intermediate stage of flooding, the Administration may require such investigations and arrangements as it considers necessary for the safety of the ship.
- (g) The master of the ship shall be supplied with the data necessary to maintain sufficient intact stability under service conditions to enable the ship to withstand the critical damage. In the case of ships requiring cross-flooding the master of the ship shall be informed of the conditions of stability on which the calculations of heel are based and be warned that excessive heeling might result should the ship sustain damage when in a less favourable condition.

\* Reference is made to the Recommendation on a Standard Method for Establishing Compliance with the Requirements for Cross-Flooding Arrangements in Passenger Ships, adopted by the Organization by Resolution A.266(VIII).

- (h) (i) No relaxation from the requirements for damage stability may be considered by the Administration unless it is shown that the intact metacentric height in any service condition necessary to meet these requirements is excessive for the service intended.
- (ii) Relaxations from the requirements for damage stability shall be permitted only in exceptional cases and subject to the condition that the Administration is to be satisfied that the proportions, arrangements and other characteristics of the ship are the most favourable to stability after damage which can practically and reasonably be adopted in the particular circumstances.

### Regulation 8

#### *Ballasting*

When ballasting with water is necessary, the water ballast should not in general be carried in tanks intended for oil fuel. In ships in which it is not practicable to avoid putting water in oil fuel tanks, oily-water separator equipment to the satisfaction of the Administration shall be fitted, or other alternative means acceptable to the Administration shall be provided for disposing of the oily-water ballast.

### Regulation 9

#### *Peak and Machinery Space Bulkheads, Shaft Tunnels, etc.*

- (a) (i) A ship shall have a forepeak or collision bulkhead, which shall be watertight up to the bulkhead deck. This bulkhead shall be fitted not less than 5 per cent of the length of the ship, and not more than 3.05 metres (10 feet) plus 5 per cent of the length of the ship from the forward perpendicular.
  - (ii) If the ship has a long forward superstructure, the forepeak bulkhead shall be extended weathertight to the deck next above the bulkhead deck. The extension need not be fitted directly over the bulkhead below, provided it is at least 5 per cent of the length of the ship from the forward perpendicular, and the part of the bulkhead deck which forms the step is made effectively weathertight.
- (b) An afterpeak bulkhead, and bulkheads dividing the machinery space, as defined in Regulation 2 of this Chapter, from the cargo and passenger spaces forward and aft, shall also be fitted and made watertight up to the bulkhead deck. The afterpeak bulkhead may, however, be stepped below the bulkhead deck, provided the degree of safety of the ship as regards subdivision is not thereby diminished.
- (c) In all cases stern tubes shall be enclosed in watertight spaces of moderate volume. The stern gland shall be situated in a watertight shaft tunnel or other watertight space separate from the stern tube compartment and of such volume that, if flooded by leakage through the stern gland, the margin line will not be submerged.



**Regulation 10***Double Bottoms*

(a) A double bottom shall be fitted extending from the forepeak bulkhead to the afterpeak bulkhead as far as this is practicable and compatible with the design and proper working of the ship.

- (i) In ships 50 metres (165 feet) and under 61 metres (200 feet) in length a double bottom shall be fitted at least from the machinery space to the forepeak bulkhead, or as near thereto as practicable.
- (ii) In ships 61 metres (200 feet) and under 76 metres (249 feet) in length a double bottom shall be fitted at least outside the machinery space, and shall extend to the fore and after peak bulkheads, or as near thereto as practicable.
- (iii) In ships 76 metres (249 feet) in length and upwards, a double bottom shall be fitted amidships, and shall extend to the fore and after peak bulkheads, or as near thereto as practicable.

(b) Where a double bottom is required to be fitted its depth shall be to the satisfaction of the Administration and the inner bottom shall be continued out to the ship's sides in such a manner as to protect the bottom to the turn of the bilge. Such protection will be deemed satisfactory if the line of intersection of the outer edge of the margin plate with the bilge plating is not lower at any part than a horizontal plane passing through the point of intersection with the frame line amidships of a transverse diagonal line inclined at 25 degrees to the base line and cutting it at a point one-half the ship's moulded breadth from the middle line.

(c) Small wells constructed in the double bottom in connexion with drainage arrangements of holds, etc., shall not extend downwards more than necessary. The depth of the well shall in no case be more than the depth less 457 millimetres (18 inches) of the double bottom at the centreline, nor shall the well extend below the horizontal plane referred to in paragraph (b) of this Regulation. A well extending to the outer bottom is, however, permitted at the after end of the shaft tunnel of screw-ships. Other wells (e.g., for lubricating oil under main engines) may be permitted by the Administration if satisfied that the arrangements give protection equivalent to that afforded by a double bottom complying with this Regulation.

(d) A double bottom need not be fitted in way of watertight compartments of moderate size used exclusively for the carriage of liquids, provided the safety of the ship, in the event of bottom or side damage, is not, in the opinion of the Administration, thereby impaired.

(e) In the case of ships to which the provisions of paragraph (d) of Regulation 1 of this Chapter apply and which are engaged on regular service within the limits of a short international voyage as defined in Regulation 2 of Chapter III, the Administration may permit a double bottom to be dispensed with in any part of the ship which is subdivided by a factor not exceeding .50, if satisfied that the fitting of a double bottom in that part would not be compatible with the design and proper working of the ship.



### Regulation 11

#### *Assigning, Marking and Recording of Subdivision Load Lines*

(a) In order that the required degree of subdivision shall be maintained, a load line corresponding to the approved subdivision draught shall be assigned and marked on the ship's sides. A ship having spaces which are specially adapted for the accommodation of passengers and the carriage of cargo alternatively may, if the owners desire, have one or more additional load lines assigned and marked to correspond with the subdivision draughts which the Administration may approve for the alternative service conditions.

(b) The subdivision load lines assigned and marked shall be recorded in the Passenger Ship Safety Certificate, and shall be distinguished by the notation C.1 for the principal passenger condition, and C.2, C.3, etc., for the alternative conditions.

(c) The freeboard corresponding to each of these load lines shall be measured at the same position and from the same deck line as the freeboards determined in accordance with the International Convention respecting Load Lines<sup>1</sup> in force.

(d) The freeboard corresponding to each approved subdivision load line and the conditions of service for which it is approved, shall be clearly indicated on the Passenger Ship Safety Certificate.

(e) In no case shall any subdivision load line mark be placed above the deepest load line in salt water as determined by the strength of the ship and/or the International Convention respecting Load Lines in force.

(f) Whatever may be the position of the subdivision load line marks, a ship shall in no case be loaded so as to submerge the load line mark appropriate to the season and locality as determined in accordance with the International Convention respecting Load Lines in force.

(g) A ship shall in no case be so loaded that when she is in salt water the subdivision load line mark appropriate to the particular voyage and condition of service is submerged.

### Regulation 12

#### *Construction and Initial Testing of Watertight Bulkheads, etc.*

(a) Each watertight subdivision bulkhead, whether transverse or longitudinal, shall be constructed in such a manner that it shall be capable of supporting, with a proper margin of resistance, the pressure due to the maximum head of water which it might have to sustain in the event of damage to the ship but at least the pressure due to a head of water up to the margin line. The construction of these bulkheads shall be to the satisfaction of the Administration.

(b) (i) Steps and recesses in bulkheads shall be watertight and as strong as the bulkhead at the place where each occurs.

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<sup>1</sup> Done Apr. 5, 1966. TIAS 6331; 18 UST 1857. [Footnote added by the Department of State.]

- (ii) Where frames or beams pass through a watertight deck or bulkhead, such deck or bulkhead shall be made structurally watertight without the use of wood or cement.
- (c) Testing main compartments by filling them with water is not compulsory. When testing by filling with water is not carried out, a hose test is compulsory; this test shall be carried out in the most advanced stage of the fitting out of the ship. In any case, a thorough inspection of the watertight bulkheads shall be carried out.
- (d) The forepeak, double bottoms (including duct keels) and inner skins shall be tested with water to a head corresponding to the requirements of paragraph (a) of this Regulation.
- (e) Tanks which are intended to hold liquids, and which form part of the subdivision of the ship, shall be tested for tightness with water to a head up to the deepest subdivision load line or to a head corresponding to two-thirds of the depth from the top of keel to the margin line in way of the tanks, whichever is the greater; provided that in no case shall the test head be less than 0.92 metres (3 feet) above the top of the tank.
- (f) The tests referred to in paragraphs (d) and (e) of this Regulation are for the purpose of ensuring that the subdivision structural arrangements are watertight and are not to be regarded as a test of the fitness of any compartment for the storage of oil fuel or for other special purposes for which a test of a superior character may be required depending on the height to which the liquid has access in the tank or its connexions.

### **Regulation 13**

#### *Openings in Watertight Bulkheads*

- (a) The number of openings in watertight bulkheads shall be reduced to the minimum compatible with the design and proper working of the ship; satisfactory means shall be provided for closing these openings.
- (b)
  - (i) Where pipes, scuppers, electric cables, etc. are carried through watertight subdivision bulkheads, arrangements shall be made to ensure the integrity of the watertightness of the bulkheads.
  - (ii) Valves and cocks not forming part of a piping system shall not be permitted in watertight subdivision bulkheads.
  - (iii) Lead or other heat sensitive materials shall not be used in systems which penetrate watertight subdivision bulkheads, where deterioration of such systems in the event of fire would impair the watertight integrity of the bulkheads.
- (c)
  - (i) No doors, manholes, or access openings are permitted:
    - (1) in the collision bulkhead below the margin line;
    - (2) in watertight transverse bulkheads dividing a cargo space from an adjoining cargo space or from a permanent or reserve bunker, except as provided in paragraph (1) of this Regulation.

- (ii) Except as provided in sub-paragraph (iii) of this paragraph, the collision bulkhead may be pierced below the margin line by not more than one pipe for dealing with fluid in the forepeak tank, provided that the pipe is fitted with a screwdown valve capable of being operated from above the bulkhead deck, the valve chest being secured inside the forepeak to the collision bulkhead.
  - (iii) If the forepeak is divided to hold two different kinds of liquids the Administration may allow the collision bulkhead to be pierced below the margin line by two pipes, each of which is fitted as required by sub-paragraph (ii) of this paragraph, provided the Administration is satisfied that there is no practical alternative to the fitting of such a second pipe and that, having regard to the additional subdivision provided in the forepeak, the safety of the ship is maintained.
- (d)
- (i) Watertight doors fitted in bulkheads between permanent and reserve bunkers shall be always accessible, except as provided in sub-paragraph (ii) of paragraph (k) of this Regulation for between deck bunker doors.
  - (ii) Satisfactory arrangements shall be made by means of screens or otherwise to prevent the coal from interfering with the closing of watertight bunker doors.
- (e) Within spaces containing the main and auxiliary propelling machinery including boilers serving the needs of propulsion and all permanent bunkers, not more than one door apart from the doors to bunkers and shaft tunnels may be fitted in each main transverse bulkhead. Where two or more shafts are fitted the tunnels shall be connected by an inter-communicating passage. There shall be only one door between the machinery space and the tunnel spaces where two shafts are fitted and only two doors where there are more than two shafts. All these doors shall be of the sliding type and shall be located so as to have their sills as high as practicable. The hand gear for operating these doors from above the bulkhead deck shall be situated outside the spaces containing the machinery if this is consistent with a satisfactory arrangement of the necessary gearing.
- (f)
- (i) Watertight doors shall be sliding doors or hinged doors or doors of an equivalent type. Plate doors secured only by bolts and doors required to be closed by dropping or by the action of a dropping weight are not permitted.
  - (ii) Sliding doors may be either:  
hand-operated only, or  
power-operated as well as hand-operated.
  - (iii) Authorized watertight doors may therefore be divided into three Classes:  
Class 1 – hinged doors;  
Class 2 – hand-operated sliding doors;  
Class 3 – sliding doors which are power-operated as well as hand-operated.



- (iv) The means of operation of any watertight door whether power-operated or not shall be capable of closing the door with the ship listed to 15 degrees either way.
- (v) In all classes of watertight doors indicators shall be fitted which show, at all operating stations from which the doors are not visible, whether the doors are open or closed. If any of the watertight doors, of whatever Class, is not fitted so as to enable it to be closed from a central control station, it shall be provided with a mechanical, electrical, telephonic, or any other suitable direct means of communication, enabling the officer of the watch promptly to contact the person who is responsible for closing the door in question, under previous orders.
- (g) Hinged doors (Class 1) shall be fitted with quick action closing devices, such as catches, workable from each side of the bulkhead.
- (h) Hand-operated sliding doors (Class 2) may have a horizontal or vertical motion. It shall be possible to operate the mechanism at the door itself from either side, and in addition, from an accessible position above the bulkhead deck, with an all round crank motion, or some other movement providing the same guarantee of safety and of an approved type. Departures from the requirement of operation on both sides may be allowed, if this requirement is impossible owing to the layout of the spaces. When operating a hand gear the time necessary for the complete closure of the door with the vessel upright, shall not exceed 90 seconds.
- (i) (i) Power-operated sliding doors (Class 3) may have a vertical or horizontal motion. If a door is required to be power-operated from a central control, the gearing shall be so arranged that the door can be operated by power also at the door itself from both sides. The arrangement shall be such that the door will close automatically if opened by local control after being closed from the central control, and also such that any door can be kept closed by local systems which will prevent the door from being opened from the upper control. Local control handles in connexion with the power gear shall be provided each side of the bulkhead and shall be so arranged as to enable persons passing through the doorway to hold both handles in the open position without being able to set the closing mechanism in operation accidentally. Power-operated sliding doors shall be provided with hand gear workable at the door itself on either side and from an accessible position above the bulkhead deck, with an all round crank motion or some other movement providing the same guarantee of safety and of an approved type. Provision shall be made to give warnings by sound signal that the door has begun to close and will continue to move until it is completely closed. The door shall take a sufficient time to close to ensure safety.
- (ii) There shall be at least two independent power sources capable of opening and closing all the doors under control, each of them capable of operating all the doors simultaneously. The two power sources shall be controlled from the central station on the bridge provided with all the necessary indicators for checking that each of the two power sources is capable of giving the required service satisfactorily.



- (iii) In the case of hydraulic operation, each power source shall consist of a pump capable of closing all doors in not more than 60 seconds. In addition, there shall be for the whole installation hydraulic accumulators of sufficient capacity to operate all the doors at least three times, i.e., closed-open-closed. The fluid used shall be one which does not freeze at any of the temperatures liable to be encountered by the ship during its service.
- (j)
  - (i) Hinged watertight doors (Class 1) in passenger, crew and working spaces are only permitted above a deck the underside of which, at its lowest point at side, is at least 2.13 metres (7 feet) above the deepest subdivision load line.
  - (ii) Watertight doors, the sills of which are above the deepest load line and below the line specified in the preceding sub-paragraph shall be sliding doors and may be hand-operated (Class 2), except in vessels engaged on short international voyages and required to have a factor of subdivision of .50 or less in which all such doors shall be power-operated. When trunkways in connexion with refrigerated cargo and ventilation or forced draught ducts are carried through more than one main watertight subdivision bulkhead, the doors at such openings shall be operated by power.
- (k)
  - (i) Watertight doors which may sometimes be opened at sea, and the sills of which are below the deepest subdivision load line shall be sliding doors. The following rules shall apply:
    - (1) when the number of such doors (excluding doors at entrances to shaft tunnels) exceeds five, all of these doors and those at the entrance to shaft tunnels or ventilation or forced draught ducts, shall be power-operated (Class 3) and shall be capable of being simultaneously closed from a central station situated on the bridge;
    - (2) when the number of such doors (excluding doors at entrances to shaft tunnels) is greater than one, but does not exceed five,
      - (a) where the ship has no passenger spaces below the bulkhead deck, all the above-mentioned doors may be hand-operated (Class 2);
      - (b) where the ship has passenger spaces below the bulkhead deck all the above-mentioned doors shall be power-operated (Class 3) and shall be capable of being simultaneously closed from a central station situated on the bridge;
    - (3) in any ship where there are only two such watertight doors and they are into or within the space containing machinery, the Administration may allow these two doors to be hand-operated only (Class 2).
  - (ii) If sliding watertight doors which have sometimes to be open at sea for the purpose of trimming coal are fitted between bunkers in the between decks below the bulkhead deck, these doors shall be operated by power. The opening and closing of these doors shall be recorded in such log book as may be prescribed by the Administration.

- (l) (i) If the Administration is satisfied that such doors are essential, watertight doors of satisfactory construction may be fitted in watertight bulkheads dividing cargo between deck spaces. Such doors may be hinged, rolling or sliding doors but shall not be remotely controlled. They shall be fitted at the highest level and as far from the shell plating as practicable, but in no case shall the outboard vertical edges be situated at a distance from the shell plating which is less than one-fifth of the breadth of the ship, as defined in Regulation 2 of this Chapter, such distance being measured at right angles to the centre line of the ship at the level of the deepest subdivision load line.
- (ii) Such doors shall be closed before the voyage commences and shall be kept closed during navigation; and the time of opening such doors in port and of closing them before the ship leaves port shall be entered in the log book. Should any of the doors be accessible during the voyage, they shall be fitted with a device which prevents unauthorized opening. When it is proposed to fit such doors, the number and arrangements shall receive the special consideration of the Administration.
- (m) Portable plates on bulkheads shall not be permitted except in machinery spaces. Such plates shall always be in place before the ship leaves port, and shall not be removed during navigation except in case of urgent necessity. The necessary precautions shall be taken in replacing them to ensure that the joints shall be watertight.
- (n) All watertight doors shall be kept closed during navigation except when necessarily opened for the working of the ship, and shall always be ready to be immediately closed.
- (o) (i) Where trunkways or tunnels for access from crew accommodation to the stokehold, for piping, or for any other purpose are carried through main transverse watertight bulkheads, they shall be watertight and in accordance with the requirements of Regulation 16 of this Chapter. The access to at least one end of each such tunnel or trunkway, if used as a passage at sea, shall be through a trunk extending watertight to a height sufficient to permit access above the margin line. The access to the other end of the trunkway or tunnel may be through a watertight door of the type required by its location in the ship. Such trunkways or tunnels shall not extend through the first subdivision bulkhead abaft the collision bulkhead.
- (ii) Where it is proposed to fit tunnels or trunkways for forced draught, piercing main transverse watertight bulkheads, these shall receive the special consideration of the Administration.

#### **Regulation 14**

##### *Openings in the Shell Plating below the Margin Line*

- (a) The number of openings in the shell plating shall be reduced to the minimum compatible with the design and proper working of the ship.

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(b) The arrangement and efficiency of the means for closing any opening in the shell plating shall be consistent with its intended purpose and the position in which it is fitted and generally to the satisfaction of the Administration.

(c) (i) If in a between decks, the sills of any sidescuttles are below a line drawn parallel to the bulkhead deck at side and having its lowest point  $2\frac{1}{2}$  per cent of the breadth of the ship above the deepest subdivision load line, all sidescuttles in that between deck shall be of the non-opening type.

(ii) All sidescuttles the sills of which are below the margin line, other than those required to be of a non-opening type by sub-paragraph (i) of this paragraph, shall be of such construction as will effectively prevent any person opening them without the consent of the master of the ship.

(iii) (1) Where in a between decks, the sills of any of the sidescuttles referred to in sub-paragraph (ii) of this paragraph are below a line drawn parallel to the bulkhead deck at side and having its lowest point 1.37 metres ( $4\frac{1}{2}$  feet) plus  $2\frac{1}{2}$  per cent of the breadth of the ship above the water when the ship departs from any port, all the sidescuttles in that between decks shall be closed watertight and locked before the ship leaves port, and they shall not be opened before the ship arrives at the next port. In the application of this sub-paragraph the appropriate allowance for fresh water may be made when applicable.

(2) The time of opening such sidescuttles in port and of closing and locking them before the ship leaves port shall be entered in such log book as may be prescribed by the Administration.

(3) For any ship that has one or more sidescuttles so placed that the requirements of clause (1) of this sub-paragraph would apply when she was floating at her deepest subdivision load line, the Administration may indicate the limiting mean draught at which these sidescuttles will have their sills above the line drawn parallel to the bulkhead deck at side, and having its lowest point 1.37 metres ( $4\frac{1}{2}$  feet) plus  $2\frac{1}{2}$  per cent of the breadth of the ship above the water-line corresponding to the limiting mean draught, and at which it will therefore be permissible to depart from port without previously closing and locking them and to open them at sea on the responsibility of the master during the voyage to the next port. In tropical zones as defined in the International Convention respecting Load Lines in force, this limiting draught may be increased by 0.305 metres (1 foot).

(d) Efficient hinged inside deadlights arranged so that they can be easily and effectively closed and secured watertight shall be fitted to all sidescuttles except that abaft one-eighth of the ship's length from the forward perpendicular and above a line drawn parallel to the bulkhead deck at side and having its lowest point at a height of 3.66 metres (12 feet) plus  $2\frac{1}{2}$  per cent of the breadth of the ship above the deepest subdivision load line, the deadlights may be portable in passenger accommodation other than that for steerage passengers, unless the deadlights are required by the International Convention respecting Load Lines in force to be permanently attached in their proper positions. Such portable deadlights shall be stowed adjacent to the sidescuttles they serve.

- (e) Sidescuttles and their deadlights, which will not be accessible during navigation, shall be closed and secured before the ship leaves port.
- (f) (i) No sidescuttles shall be fitted in any spaces which are appropriated exclusively to the carriage of cargo or coal.
- (ii) Sidescuttles may, however, be fitted in spaces appropriated alternatively to the carriage of cargo or passengers, but they shall be of such construction as will effectively prevent any person opening them or their deadlights without the consent of the master of the ship.
- (iii) If cargo is carried in such spaces, the sidescuttles and their deadlights shall be closed watertight and locked before the cargo is shipped and such closing and locking shall be recorded in such log book as may be prescribed by the Administration.
- (g) Automatic ventilating sidescuttles shall not be fitted in the shell plating below the margin line without the special sanction of the Administration.
- (h) The number of scuppers, sanitary discharges and other similar openings in the shell plating shall be reduced to the minimum either by making each discharge serve for as many as possible of the sanitary and other pipes, or in any other satisfactory manner.
- (i) (i) All inlets and discharges in the shell plating shall be fitted with efficient and accessible arrangements for preventing the accidental admission of water into the ship. Lead or other heat sensitive materials shall not be used for pipes fitted outboard of shell valves in inlets or discharges, or any other application where the deterioration of such pipes in the event of fire would give rise to danger of flooding.
- (ii) (1) Except as provided in sub-paragraph (iii) of this paragraph, each separate discharge led through the shell plating from spaces below the margin line shall be provided either with one automatic non-return valve fitted with a positive means of closing it from above the bulkhead deck, or, alternatively, with two automatic non-return valves without such means, the upper of which is so situated above the deepest subdivision load line as to be always accessible for examination under service conditions, and is of a type which is normally closed.
- (2) Where a valve with positive means of closing is fitted, the operating position above the bulkhead deck shall always be readily accessible, and means shall be provided for indicating whether the valve is open or closed.
- (iii) Main and auxiliary sea inlets and discharges in connexion with machinery shall be fitted with readily accessible cocks or valves between the pipes and shell plating or between the pipes and fabricated boxes attached to the shell plating.
- (j) (i) Gangway, cargo and coaling ports fitted below the margin line shall be of sufficient strength. They shall be effectively closed and secured watertight before the ship leaves port, and shall be kept closed during navigation.



- (ii) Such ports shall be in no case fitted so as to have their lowest point below the deepest subdivision load line.
- (k)
  - (i) The inboard opening of each ash-shoot, rubbish-shoot, etc. shall be fitted with an efficient cover.
  - (ii) If the inboard opening is situated below the margin line, the cover shall be watertight, and in addition an automatic non-return valve shall be fitted in the shoot in an easily accessible position above the deepest subdivision load line. When the shoot is not in use both the cover and the valve shall be kept closed and secured.

### Regulation 15

#### *Construction and Initial Tests of Watertight Doors, Sidescuttles, etc.*

- (a)
  - (i) The design, materials and construction of all watertight doors, sidescuttles, gangway, cargo and coaling ports, valves, pipes, ash-shoots and rubbish-shoots referred to in these Regulations shall be to the satisfaction of the Administration.
  - (ii) The frames of vertical watertight doors shall have no groove at the bottom in which dirt might lodge and prevent the door closing properly.
  - (iii) All cocks and valves for sea inlets and discharges below the bulkhead deck and all fittings outboard of such cocks and valves shall be made of steel, bronze or other approved ductile material. Ordinary cast iron or similar materials shall not be used.
- (b) Each watertight door shall be tested by water pressure to a head up to the bulkhead deck. The test shall be made before the ship is put in service, either before or after the door is fitted.

### Regulation 16

#### *Construction and Initial Tests of Watertight Decks, Trunks, etc.*

- (a) Watertight decks, trunks, tunnels, duct keels and ventilators shall be of the same strength as watertight bulkheads at corresponding levels. The means used for making them watertight, and the arrangements adopted for closing openings in them, shall be to the satisfaction of the Administration. Watertight ventilators and trunks shall be carried at least up to the bulkhead deck.
- (b) After completion, a hose or flooding test shall be applied to watertight decks and a hose test to watertight trunks, tunnels and ventilators.

### Regulation 17

#### *Watertight Integrity above the Margin Line*

- (a) The Administration may require that all reasonable and practicable measures shall be taken to limit the entry and spread of water above the bulkhead deck. Such measures may include partial bulkheads or webs. When partial watertight bulkheads and webs are fitted on the bulkhead deck, above or in the

immediate vicinity of main subdivision bulkheads, they shall have watertight shell and bulkhead deck connexions so as to restrict the flow of water along the deck when the ship is in a heeled damaged condition. Where the partial watertight bulkhead does not line up with the bulkhead below, the bulkhead deck between shall be made effectively watertight.

(b) The bulkhead deck or a deck above it shall be weathertight in the sense that in ordinary sea conditions water will not penetrate in a downward direction. All openings in the exposed weather deck shall have coamings of ample height and strength and shall be provided with efficient means for expeditiously closing them weathertight. Freeing ports, open rails and/or scuppers shall be fitted as necessary for rapidly clearing the weather deck of water under all weather conditions.

(c) Sidescuttles, gangway, cargo and coaling ports and other means for closing openings in the shell plating above the margin line shall be of efficient design and construction and of sufficient strength having regard to the spaces in which they are fitted and their positions relative to the deepest subdivision load line.

(d) Efficient inside deadlights, arranged so that they can be easily and effectively closed and secured watertight, shall be provided for all sidescuttles to spaces below the first deck above the bulkhead deck.

Regulation 18

*Bilge Pumping Arrangements in Passenger Ships*

(a) Ships shall be provided with an efficient bilge pumping plant capable of pumping from and draining any watertight compartment which is neither a permanent oil compartment nor a permanent water compartment under all practicable conditions after a casualty whether the ship is upright or listed. For this purpose wing suction will generally be necessary except in narrow compartments at the ends of the ship, where one suction may be sufficient. In compartments of unusual form, additional suction may be required. Arrangements shall be made whereby water in the compartment may find its way to the suction pipes. Where in relation to particular compartments the Administration is satisfied that the provision of drainage may be undesirable, it may allow such provision to be dispensed with if calculations made in accordance with the conditions laid down in paragraph (b) of Regulation 7 of this Chapter show that the safety of the ship will not be impaired. Efficient means shall be provided for draining water from insulated holds.

(b) (i) Ships shall have at least three power pumps connected to the bilge main, one of which may be attached to the propelling unit. Where the criterion numeral is 30 or more, one additional independent power pump shall be provided.

(ii) The requirements are summarized in the following table:

Criterion numeral	Less than 30	30 and over
Main engine pump (may be replaced by one independent pump)	1	1
Independent pumps	2	3



- (iii) Sanitary, ballast and general service pumps may be accepted as independent power bilge pumps if fitted with the necessary connexions to the bilge pumping system.
- (c) Where practicable, the power bilge pumps shall be placed in separate watertight compartments so arranged or situated that these compartments will not readily be flooded by the same damage. If the engines and boilers are in two or more watertight compartments, the pumps available for bilge service shall be distributed throughout these compartments as far as is possible.
- (d) On ships 91.5 metres (300 feet) or more in length or having a criterion numeral of 30 or more, the arrangements shall be such that at least one power pump shall be available for use in all ordinary circumstances in which a ship may be flooded at sea. This requirement will be satisfied if:
  - (i) one of the required pumps is an emergency pump of a reliable submersible type having a source of power situated above the bulkhead deck; or
  - (ii) the pumps and their sources of power are so disposed throughout the length of the ship that under any condition of flooding which the ship is required to withstand, at least one pump in an undamaged compartment will be available.
- (e) With the exception of additional pumps which may be provided for peak compartments only, each required bilge pump shall be arranged to draw water from any space required to be drained by paragraph (a) of this Regulation.
- (f)
  - (i) Each power bilge pump shall be capable of giving a speed of water through the required main bilge pipe of not less than 122 metres (400 feet) per minute. Independent power bilge pumps situated in machinery spaces shall have direct suction from these spaces, except that not more than two such suction shall be required in any one space. Where two or more such suction are provided there shall be at least one on the port side and one on the starboard side. The Administration may require independent power bilge pumps situated in other spaces to have separate direct suction. Direct suction shall be suitably arranged and those in a machinery space shall be of a diameter not less than that required for the bilge main.
  - (ii) In coal-burning ships there shall be provided in the stokehold, in addition to the other suction required by this Regulation, a flexible suction hose of suitable diameter and sufficient length, capable of being connected to the suction side of an independent power pump.
- (g)
  - (i) In addition to the direct bilge suction or suction required by paragraph (f) of this Regulation there shall be in the machinery space a direct suction from the main circulating pump leading to the drainage level of the machinery space and fitted with a non-return valve. The diameter of this direct suction pipe shall be at least two-thirds of the diameter of the pump inlet in the case of steamships, and of the same diameter as the pump inlet in the case of motorships.
  - (ii) Where in the opinion of the Administration the main circulating pump is not suitable for this purpose, a direct emergency bilge suction shall be led from the largest available independent power

driven pump to the drainage level of the machinery space; the suction shall be of the same diameter as the main inlet of the pump used. The capacity of the pump so connected shall exceed that of a required bilge pump by an amount satisfactory to the Administration.

- (iii) The spindles of the sea inlet and direct suction valves shall extend well above the engine room platform.
- (iv) Where the fuel is, or may be, coal and there is no watertight bulkhead between the engines and the boilers, a direct discharge overboard or alternatively a by-pass to the circulating pump discharge, shall be fitted from any circulating pump used in compliance with subparagraph (i) of this paragraph.
- (h) (i) All pipes from the pumps which are required for draining cargo or machinery spaces shall be entirely distinct from pipes which may be used for filling or emptying spaces where water or oil is carried.
- (ii) All bilge pipes used in or under coal bunkers or fuel storage tanks or in boiler or machinery spaces, including spaces in which oil-settling tanks or oil fuel pumping units are situated, shall be of steel or other approved material.
- (i) The diameter of the bilge main shall be calculated according to the following formulae provided that the actual internal diameter of the bilge main may be of the nearest standard size acceptable to the Administration:

$$d = 1.68\sqrt{L(B + D)} + 25$$

where:  $d$  = internal diameter of the bilge main in millimetres,  
 $L$  and  $B$  are the length and the breadth of the ship in metres, as defined in Regulation 2 of this Chapter, and  
 $D$  = moulded depth of the ship to bulkhead deck in metres;

or

$$d = \sqrt{\frac{L(B + D)}{2,500}} + 1$$

where:  $d$  = internal diameter of the bilge main in inches,  
 $L$  and  $B$  are the length and the breadth of the ship in feet, as defined in Regulation 2 of this Chapter, and  
 $D$  = moulded depth of the ship to bulkhead deck in feet.

The diameter of the bilge branch pipes shall be determined by rules to be made by the Administration.

(j) The arrangement of the bilge and ballast pumping system shall be such as to prevent the possibility of water passing from the sea and from water ballast spaces into the cargo and machinery spaces, or from one compartment to another. Special provision shall be made to prevent any deep tank having bilge and ballast connexions being inadvertently run up from the sea when containing cargo, or pumped out through a bilge pipe when containing water ballast.

(k) Provision shall be made to prevent the compartment served by any bilge suction pipe being flooded in the event of the pipe being severed, or otherwise damaged by collision or grounding in any other compartment. For this purpose, where the pipe is at any part situated nearer the side of the ship than one-fifth the breadth of the ship (measured at right angles to the centre line at the level of the



deepest subdivision load line), or in a duct keel, a non-return valve shall be fitted to the pipe in the compartment containing the open end.

(l) All the distribution boxes, cocks and valves in connexion with the bilge pumping arrangements shall be in positions which are accessible at all times under ordinary circumstances. They shall be so arranged that, in the event of flooding, one of the bilge pumps may be operative on any compartment; in addition, damage to a pump or its pipe connecting to the bilge main outboard of a line drawn at one-fifth of the breadth of the ship shall not put the bilge system out of action. If there is only one system of pipes common to all the pumps, the necessary cocks or valves for controlling the bilge suctions must be capable of being operated from above the bulkhead deck. Where in addition to the main bilge pumping system an emergency bilge pumping system is provided, it shall be independent of the main system and so arranged that a pump is capable of operating on any compartment under flooding conditions; in that case only the cocks and valves necessary for the operation of the emergency system need be capable of being operated from above the bulkhead deck.

(m) All cocks and valves mentioned in paragraph (l) of this Regulation which can be operated from above the bulkhead deck shall have their controls at their place of operation clearly marked and provided with means to indicate whether they are open or closed.

### Regulation 19

#### *Stability Information for Passenger Ships and Cargo Ships\**

(a) Every passenger ship and cargo ship shall be inclined upon its completion and the elements of its stability determined. The master shall be supplied with such reliable information as is necessary to enable him by rapid and simple processes to obtain accurate guidance as to the stability of the ship under varying conditions of service, and a copy shall be furnished to the Administration.

(b) Where any alterations are made to a ship so as to materially affect the stability information supplied to the master, amended stability information shall be provided. If necessary the ship shall be re-inclined.

(c) The Administration may allow the inclining test of an individual ship to be dispensed with provided basic stability data are available from the inclining test of a sister ship and it is shown to the satisfaction of the Administration that reliable stability information for the exempted ship can be obtained from such basic data.

(d) The Administration may also allow the inclining test of an individual ship or class of ships, especially designed for the carriage of liquids or ore in bulk, to be dispensed with when reference to existing data for similar ships clearly indicates that due to the ship's proportions and arrangements more than sufficient metacentric height will be available in all probable loading conditions.

\* Reference is made to the Recommendation on Intact Stability for Passenger and Cargo Ships under 100 metres in length, adopted by the Organization by Resolution A.167 (ES.IV) and Amendments to this Recommendation, adopted by the Organization by Resolution A.206(VII).

**Regulation 20***Damage Control Plans*

There shall be permanently exhibited, for the guidance of the officer in charge of the ship, plans showing clearly for each deck and hold the boundaries of the watertight compartments, the openings therein with the means of closure and position of any controls thereof, and the arrangements for the correction of any list due to flooding. In addition, booklets containing the aforementioned information shall be made available to the officers of the ship.

**Regulation 21***Marking, Periodical Operation and Inspection of Watertight Doors, etc.*

- (a) This Regulation applies to new and existing ships.
- (b) Drills for the operating of watertight doors, sidescuttles, valves and closing mechanisms of scuppers, ash-shoots and rubbish-shoots shall take place weekly. In ships in which the voyage exceeds one week in duration a complete drill shall be held before leaving port, and others thereafter at least once a week during the voyage. In all ships all watertight power doors and hinged doors, in main transverse bulkheads, in use at sea, shall be operated daily.
- (c)
  - (i) The watertight doors and all mechanisms and indicators connected therewith, all valves the closing of which is necessary to make a compartment watertight, and all valves the operation of which is necessary for damage control cross connexions shall be periodically inspected at sea at least once a week.
  - (ii) Such valves, doors and mechanisms shall be suitably marked to ensure that they may be properly used to provide maximum safety.

**Regulation 22***Entries in Log*

- (a) This Regulation applies to new and existing ships.
- (b) Hinged doors, portable plates, sidescuttles, gangway, cargo and coaling ports and other openings, which are required by these Regulations to be kept closed during navigation, shall be closed before the ship leaves port. The time of closing and the time of opening (if permissible under these Regulations) shall be recorded in such log book as may be prescribed by the Administration.
- (c) A record of all drills and inspections required by Regulation 21 of this Chapter shall be entered in the log book with an explicit record of any defects which may be disclosed.

**PART C – MACHINERY AND ELECTRICAL INSTALLATIONS\***

(Part C applies to passenger ships and cargo ships)

**Regulation 23***General*

- (a) Electrical installations in passenger ships shall be such that:
  - (i) services essential for safety will be maintained under various emergency conditions; and
  - (ii) the safety of passengers, crew and ship from electrical hazards will be assured.
- (b) Cargo ships shall comply with Regulations 26, 27, 28, 29, 30 and 32 of this Chapter.

**Regulation 24***Main Source of Electrical Power in Passenger Ships*

- (a) Every passenger ship, the electrical power of which constitutes the only means of maintaining the auxiliary services indispensable for the propulsion and the safety of the ship, shall be provided with at least two main generating sets. The power of these sets shall be such that it shall still be possible to ensure the functioning of the services referred to in sub-paragraph (a)(i) of Regulation 23 of this Chapter in the event of any one of these generating sets being stopped.
- (b) In a passenger ship where there is only one main generating station, the main switchboard shall be located in the same main fire zone. Where there is more than one main generating station, it is permissible to have only one main switchboard.

**Regulation 25***Emergency Source of Electrical Power in Passenger Ships*

- (a) There shall be above the bulkhead deck and outside the machinery casings a self-contained emergency source of electrical power. Its location in relation to the main source or sources of electrical power shall be such as to ensure to the satisfaction of the Administration that a fire or other casualty to the machinery space as defined in paragraph (h) of Regulation 2 of this Chapter will not interfere with the supply or distribution of emergency power. It shall not be forward of the collision bulkhead.
- (b) The power available shall be sufficient to supply all those services that are, in the opinion of the Administration, necessary for the safety of the passengers

\* Reference is made to the Recommendation on Safety Measures for Periodically Unattended Machinery Spaces of Cargo Ships additional to those normally considered necessary for an Attended Machinery Space, adopted by the Organization by Resolution A.211(VII).



and the crew in an emergency, due regard being paid to such services as may have to be operated simultaneously. Special consideration shall be given to emergency lighting at every boat station on deck and oversides, in all alleyways, stairways and exits, in the machinery spaces and in the control stations as defined in paragraph (r) of Regulation 3 of Chapter II-2, to the sprinkler pump, to navigation lights, and to the daylight signalling lamp if operated from the main source of power. The power shall be adequate for a period of 36 hours, except that, in the case of ships engaged regularly on voyages of short duration, the Administration may accept a lesser supply if satisfied that the same standard of safety would be attained.

(c) The emergency source of power may be either:

- (i) a generator driven by a suitable prime-mover with an independent fuel supply and with approved starting arrangements; the fuel used shall have a flashpoint of not less than 43°C (110°F); or
- (ii) an accumulator (storage) battery capable of carrying the emergency load without recharging or excessive voltage drop.

(d) (i) Where the emergency source of power is a generator there shall be provided a temporary source of emergency power consisting of an accumulator battery of sufficient capacity:

- (1) to supply emergency lighting continuously for half an hour;
- (2) to close the watertight doors (if electrically operated) but not necessarily to close them all simultaneously;
- (3) to operate the indicators (if electrically operated) which show whether power-operated watertight doors are open or closed; and
- (4) to operate the sound signals (if electrically operated) which give warning that power-operated watertight doors are about to close.

The arrangements shall be such that the temporary source of emergency power will come into operation automatically in the event of failure of the main electrical supply.

- (ii) Where the emergency source of power is an accumulator battery, arrangements shall be made to ensure that emergency lighting will automatically come into operation in the event of failure of the main lighting supply.

(e) An indicator shall be mounted in the machinery space, preferably on the main switchboard, to indicate when any accumulator battery fitted in accordance with this Regulation is being discharged.

(f) (i) The emergency switchboard shall be installed as near as is practicable to the emergency source of power.

- (ii) Where the emergency source of power is a generator, the emergency switchboard shall be located in the same space as the emergency source of power, unless the operation of the emergency switchboard would thereby be impaired.



- (iii) No accumulator battery fitted in accordance with this Regulation shall be installed in the same space as the emergency switchboard.
  - (iv) The Administration may permit the emergency switchboard to be supplied from the main switchboard in normal operation.
- (g) Arrangements shall be such that the complete emergency installation will function when the ship is inclined  $22\frac{1}{2}$  degrees and/or when the trim of the ship is 10 degrees.
- (h) Provision shall be made for the periodic testing of the emergency source of power and the temporary source of power, if provided, which shall include the testing of automatic arrangements.

### Regulation 26

#### *Emergency Source of Electrical Power in Cargo Ships*

- (a) *Cargo ships of 5,000 Tons Gross Tonnage and upwards*
- (i) In cargo ships of 5,000 tons gross tonnage and upwards there shall be a self-contained emergency source of power, located to the satisfaction of the Administration above the uppermost continuous deck and outside the machinery casings, to ensure its functioning in the event of fire or other casualty causing failure to the main electrical installation.
  - (ii) The power available shall be sufficient to supply all those services which are, in the opinion of the Administration, necessary for the safety of all on board in an emergency, due regard being paid to such services as may have to be operated simultaneously. Special consideration shall be given to:
    - (1) emergency lighting at every boat station on deck and oversides, in all alleyways, stairways and exits, in the main machinery space and main generating set space, on the navigating bridge and in the chartroom;
    - (2) the general alarm; and
    - (3) navigation lights if solely electric, and the daylight signalling lamp if operated by the main source of electrical power.The power shall be adequate for a period of 6 hours.
  - (iii) The emergency source of power may be either:
    - (1) an accumulator (storage) battery capable of carrying the emergency load without recharging or excessive voltage drop; or
    - (2) a generator driven by a suitable prime-mover with an independent fuel supply and with starting arrangements to the satisfaction of the Administration. The fuel used shall have a flashpoint of not less than  $43^{\circ}\text{C}$  ( $110^{\circ}\text{F}$ ).
  - (iv) Arrangements shall be such that the complete emergency installation will function when the ship is inclined  $22\frac{1}{2}$  degrees and/or when the trim of the ship is 10 degrees.

- (v) Provision shall be made for the periodic testing of the complete emergency installation.
- (b) *Cargo ships of less than 5,000 Tons Gross Tonnage*
  - (i) In cargo ships of less than 5,000 tons gross tonnage there shall be a self-contained emergency source of power located to the satisfaction of the Administration, and capable of supplying the illumination at launching stations and stowage positions of survival craft prescribed in sub-paragraphs (a)(ii), (b)(ii) and (b)(iii) of Regulation 19 of Chapter III, and in addition such other services as the Administration may require, due regard being paid to Regulation 38 of Chapter III.
  - (ii) The power available shall be adequate for a period of at least 3 hours.
  - (iii) These ships shall also be subject to sub-paragraphs (iii), (iv), and (v) of paragraph (a) of this Regulation.

### Regulation 27

#### *Precautions against Shock, Fire and other Hazards of Electrical Origin*

- (a) *Passenger Ships and Cargo Ships*
  - (i) (1) All exposed metal parts of electrical machines or equipment which are not intended to be "live" but are liable to become "live" under fault conditions, shall be earthed (grounded); and all electrical apparatus shall be so constructed and so installed that danger of injury in ordinary handling shall not exist.
  - (2) Metal frames of all portable electric lamps, tools and similar apparatus, supplied as ship's equipment and rated in excess of a safety voltage to be prescribed by the Administration shall be earthed (grounded) through a suitable conductor, unless equivalent provisions are made such as by double insulation or by an isolating transformer. The Administration may require additional special precautions for electric lamps, tools or similar apparatus for use in damp spaces.
  - (ii) Main and emergency switchboards shall be so arranged as to give easy access back and front, without danger to attendants. The sides and backs and, where necessary, the fronts of switchboards shall be suitably guarded. There shall be non-conducting mats or gratings front and rear where necessary. Exposed current-carrying parts at voltages to earth (ground) exceeding a voltage to be specified by the Administration shall not be installed on the face of any switchboard or control panel.
  - (iii) (1) Where the hull return system of distribution is used, special precautions shall be taken to the satisfaction of the Administration.
  - (2) Hull return shall not be used in tankers.
  - (iv) (1) All metal sheaths and armour of cables shall be electrically continuous and shall be earthed (grounded).

- (2) Where the cables are neither sheathed nor armoured and there might be a risk of fire in the event of an electrical fault, precautions shall be required by the Administration.
- (v) Lighting fittings shall be arranged to prevent temperature rises that would be injurious to the wiring, and to prevent surrounding material from becoming excessively hot.
- (vi) Wiring shall be supported in such a manner as to avoid chafing or other injury.
- (vii) Each separate circuit shall be protected against short circuit. Each separate circuit shall also be protected against overload, except in accordance with Regulation 30 of this Chapter or where the Administration grants an exemption. The current-carrying capacity of each circuit shall be permanently indicated, together with the rating or setting of the appropriate overload protective device.
- (viii) Accumulator batteries shall be suitably housed, and compartments used primarily for their accommodation shall be properly constructed and efficiently ventilated.

(b) *Passenger Ships only*

- (i) Distribution systems shall be so arranged that fire in any main fire zone will not interfere with essential services in any other main fire zone. This requirement will be met if main and emergency feeders passing through any zone are separated both vertically and horizontally as widely as is practicable.
- (ii) Electric cables shall be of a flame retarding type to the satisfaction of the Administration. The Administration may require additional safeguards for electric cables in particular spaces of the ship with a view to the prevention of fire or explosion.
- (iii) In spaces where inflammable mixtures are liable to collect, no electrical equipment shall be installed unless it is of a type which will not ignite the mixture concerned, such as flameproof (explosion proof) equipment.
- (iv) A lighting circuit in a bunker or hold shall be provided with an isolating switch outside the space.
- (v) Joints in all conductors except for low voltage communication circuits shall be made only in junction or outlet boxes. All such boxes or wiring devices shall be so constructed as to prevent the spread of fire from the box or device. Where splicing is employed it shall only be by an approved method such that it retains the original mechanical and electrical properties of the cable.
- (vi) Wiring systems for interior communications essential for safety and for emergency alarm systems shall be arranged to avoid galleys, machinery spaces and other enclosed spaces having a high risk of fire except in so far as it is necessary to provide communication or to give alarm within those spaces. In the case of ships the construction and small size of which do not permit of compliance with these requirements, measures satisfactory to the Administration shall be taken to ensure efficient protection for these wiring systems where



they pass through galleys, machinery spaces and other enclosed spaces having a high risk of fire.

(c) *Cargo Ships only*

Devices liable to arc shall not be installed in any compartment assigned principally to accumulator batteries unless the devices are flameproof (explosion proof).

**Regulation 28**

*Means of Going Astern*

(a) *Passenger Ships and Cargo Ships*

Ships shall have sufficient power for going astern to secure proper control of the ship in all normal circumstances.

(b) *Passenger Ships only*

The ability of the machinery to reverse the direction of thrust of the propeller in sufficient time, under normal manoeuvring conditions, and so to bring the ship to rest from maximum ahead service speed shall be demonstrated at the initial survey.

**Regulation 29**

*Steering Gear\**

(a) *Passenger Ships and Cargo Ships*

- (i) Ships shall be provided with a main steering gear and an auxiliary steering gear to the satisfaction of the Administration.
- (ii) The main steering gear shall be of adequate strength and sufficient to steer the ship at maximum service speed. The main steering gear and rudder stock shall be so designed that they are not damaged at maximum astern speed.
- (iii) The auxiliary steering gear shall be of adequate strength and sufficient to steer the ship at navigable speed and capable of being brought speedily into action in an emergency.
- (iv) The exact position of the rudder, if power operated, shall be indicated at the principal steering station.

(b) *Passenger Ships only*

- (i) The main steering gear shall be capable of putting the rudder over from 35 degrees on one side to 35 degrees on the other side with the ship running ahead at maximum service speed. The rudder shall be capable of being put over from 35 degrees on either side to 30 degrees on the other side in 28 seconds at maximum service speed.

\* Reference is made to the Recommendation on Steering Gear for Large Ships, adopted by the Organization by Resolution A.210(VII).



- (ii) The auxiliary steering gear shall be operated by power in any case in which the Administration would require a rudder stock of over 228.6 millimetres (9 inches) diameter in way of the tiller.
  - (iii) Where main steering gear power units and their connexions are fitted in duplicate to the satisfaction of the Administration, and each power unit enables the steering gear to meet the requirements of sub-paragraph (i) of this paragraph, no auxiliary steering gear need be required.
  - (iv) Where the Administration would require a rudder stock with a diameter in way of the tiller exceeding 228.6 millimetres (9 inches) there shall be provided an alternative steering station located to the satisfaction of the Administration. The remote steering control systems from the principal and alternative steering stations shall be so arranged to the satisfaction of the Administration that failure of either system would not result in inability to steer the ship by means of the other system.
  - (v) Means satisfactory to the Administration shall be provided to enable orders to be transmitted from the bridge to the alternative steering station.
- (c) *Cargo Ships only*
- (i) The auxiliary steering gear shall be operated by power in any case in which the Administration would require a rudder stock of over 355.6 millimetres (14 inches) diameter in way of the tiller.
  - (ii) Where power-operated steering gear units and connexions are fitted in duplicate to the satisfaction of the Administration, and each unit complies with sub-paragraph (iii) of paragraph (a) of this Regulation, no auxiliary steering gear need be required, provided that the duplicate units and connexions operating together comply with sub-paragraph (ii) of paragraph (a) of this Regulation.

### Regulation 30

#### *Electric and Electrohydraulic Steering Gear\**

(a) *Passenger Ships and Cargo Ships*

Indicators for running indication of the motors of electric and electrohydraulic steering gear shall be installed in a suitable location to the satisfaction of the Administration.

(b) *All Passenger Ships (irrespective of tonnage) and Cargo Ships of 5,000 Tons Gross Tonnage and upwards*

- (i) Electric and electrohydraulic steering gear shall be served by two circuits fed from the main switchboard. One of the circuits may pass through the emergency switchboard, if provided. Each circuit shall have adequate capacity for supplying all the motors which are normally connected to it and which operate simultaneously. If

\* Reference is made to the Recommendation on Steering Gear for Large Ships, adopted by the Organization by Resolution A.210(VII).

transfer arrangements are provided in the steering gear room to permit either circuit to supply any motor or combination of motors, the capacity of each circuit shall be adequate for the most severe load condition. The circuits shall be separated throughout their length as widely as is practicable.

- (ii) Short circuit protection only shall be provided for these circuits and motors.

(c) *Cargo Ships of less than 5,000 Tons Gross Tonnage*

- (i) Cargo ships in which electrical power is the sole source of power for both main and auxiliary steering gear shall comply with subparagraphs (i) and (ii) of paragraph (b) of this Regulation, except that if the auxiliary steering gear is powered by a motor primarily intended for other services, paragraph (b)(ii) may be waived, provided that the Administration is satisfied with the protection arrangements.
- (ii) Short circuit protection only shall be provided for motors and power circuits of electrically or electrohydraulically operated main steering gear.

**Regulation 31**

*Location of Emergency Installations in Passenger Ships*

The emergency source of electrical power, emergency fire pumps, emergency bilge pumps, batteries of carbon dioxide bottles for fire extinguishing purposes and other emergency installations which are essential for the safety of the ship shall not be installed in a passenger ship forward of the collision bulkhead.

**Regulation 32**

*Communication between Bridge and Engine Room*

Ships shall be fitted with two means of communicating orders from the bridge to the engine room. One means shall be an engine room telegraph.

**CHAPTER II-2****CONSTRUCTION – FIRE PROTECTION, FIRE DETECTION  
AND FIRE EXTINCTION****PART A – GENERAL\*****Regulation 1***Application*

- (a) For the purpose of this Chapter:
  - (i) A new passenger ship is a passenger ship the keel of which is laid or which is at a similar stage of construction on or after the date of coming into force of the present Convention, or a cargo ship which is converted to a passenger ship on or after that date, all other passenger ships being considered as existing ships.
  - (ii) A new cargo ship is a cargo ship the keel of which is laid or which is at a similar stage of construction on or after the date of coming into force of the present Convention.
  - (iii) A ship which undergoes repairs, alterations, modifications and outfitting related thereto shall continue to comply with at least the requirements previously applicable to the ship. An existing ship in such a case shall not as a rule comply to a lesser extent with the requirements for a new ship than it did before. Repairs, alterations and modifications of a major character and outfitting related thereto should meet the requirements for a new ship in so far as the Administration deems reasonable and practicable.
- (b) Unless expressly provided otherwise:
  - (i) Regulations 4 to 16 of Part A of this Chapter apply to new ships.
  - (ii) Part B of this Chapter applies to new passenger ships carrying more than 36 passengers.
  - (iii) Part C of this Chapter applies to new passenger ships carrying not more than 36 passengers.
  - (iv) Part D of this Chapter applies to new cargo ships.
  - (v) Part E of this Chapter applies to new tankers.
- (c) (i) Part F of this Chapter applies to existing passenger ships carrying more than 36 passengers.

\* Reference is made to Recommendation on Safety Measures for Periodically Unattended Machinery Spaces of Cargo Ships additional to those normally considered necessary for an Attended Machinery Space, adopted by the Organization by Resolution A.211(VII).



- (ii) Existing passenger ships carrying not more than 36 passengers and existing cargo ships shall comply with the following:
  - (1) for ships the keels of which were laid or which were at a similar stage of construction on or after the date of coming into force of the International Convention for the Safety of Life at Sea, 1960, the Administration shall ensure that the requirements which were applied under Chapter II of that Convention to new ships as defined in that Chapter are complied with;
  - (2) for ships the keels of which were laid or which were at a similar stage of construction on or after the date of coming into force of the International Convention for the Safety of Life at Sea, 1948, but before the date of coming into force of the International Convention for the Safety of Life at Sea, 1960, the Administration shall ensure that the requirements which were applied under Chapter II of the 1948 Convention to new ships as defined in that Chapter are complied with;
  - (3) for ships the keels of which were laid or which were at a similar stage of construction before the date of coming into force of the International Convention for the Safety of Life at Sea, 1948, the Administration shall ensure that the requirements which were applied under Chapter II of that Convention to existing ships as defined in that Chapter are complied with.

(d) For any existing ship as defined in the present Convention the Administration, in addition to applying the requirements of sub-paragraph (c)(i) of this Regulation, shall decide which of the requirements of this Chapter not contained in Chapter II of the 1948 and 1960 Conventions shall be applied.

(e) The Administration may, if it considers that the sheltered nature and conditions of the voyage are such as to render the application of any specific requirements of this Chapter unreasonable or unnecessary, exempt from those requirements individual ships or classes of ships belonging to its country which, in the course of their voyage, do not proceed more than 20 miles from the nearest land.

(f) In the case of passenger ships which are employed in special trades for the carriage of large numbers of special trade passengers, such as the pilgrim trade, the Administration, if satisfied that it is impracticable to enforce compliance with the requirements of this Chapter, may exempt such ships, when they belong to its country, from those requirements, provided that they comply fully with the provisions of:

- (i) the Rules annexed to the Special Trade Passenger Ships Agreement, 1971, and
- (ii) the Rules annexed to the Protocol on Space Requirements for Special Trade Passenger Ships, 1973, when it comes into force.

## **Regulation 2**

### *Basic Principles*

The purpose of this Chapter is to require the fullest practicable degree of fire protection, fire detection and fire extinction in ships. The following basic

principles underlie the Regulations in this Chapter and are embodied in the Regulations as appropriate, having regard to the type of ships and the potential fire hazard involved:

- (a) division of ship into main vertical zones by thermal and structural boundaries;
- (b) separation of accommodation spaces from the remainder of the ship by thermal and structural boundaries;
- (c) restricted use of combustible materials;
- (d) detection of any fire in the zone of origin;
- (e) containment and extinction of any fire in the space of origin;
- (f) protection of means of escape or access for fire fighting;
- (g) ready availability of fire-extinguishing appliances;
- (h) minimization of possibility of ignition of inflammable\* cargo vapour.

### Regulation 3

#### *Definitions*

For the purpose of this Chapter, unless expressly provided otherwise:

- (a) "Non-combustible material" means a material which neither burns nor gives off inflammable vapours in sufficient quantity for self-ignition when heated to approximately 750°C (1,382°F) this being determined to the satisfaction of the Administration by an established test procedure.† Any other material is a combustible material.
- (b) "A Standard Fire Test" is one in which specimens of the relevant bulkheads or decks are exposed in a test furnace to temperatures corresponding approximately to the standard time-temperature curve. The specimen shall have an exposed surface of not less than 4.65 square metres (50 square feet) and height (or length of deck) of 2.44 metres (8 feet) resembling as closely as possible the intended construction and including where appropriate at least one joint. The standard time-temperature curve is defined by a smooth curve drawn through the following points:

at the end of the first 5 minutes	– 538°C (1,000°F)
” ” ” ” ” ” 10 ”	– 704°C (1,300°F)
” ” ” ” ” ” 30 ”	– 843°C (1,550°F)
” ” ” ” ” ” 60 ”	– 927°C (1,700°F)

\* "Inflammable" has the same meaning as "flammable".

† Reference is made to Recommendation on Test Method for Qualifying Marine Construction Materials as Non-Combustible, adopted by the Organization by Resolution A.270(VIII).

(c) “A” Class Divisions” are those divisions formed by bulkheads and decks which comply with the following:

- (i) they shall be constructed of steel or other equivalent material;
- (ii) they shall be suitably stiffened;
- (iii) they shall be so constructed as to be capable of preventing the passage of smoke and flame to the end of the one-hour standard fire test;
- (iv) they shall be insulated with approved non-combustible materials such that the average temperature of the unexposed side will not rise more than 139°C (250°F) above the original temperature, nor will the temperature, at any one point, including any joint, rise more than 180°C (325°F) above the original temperature, within the time listed below:

Class “A-60”	60 minutes
Class “A-30”	30 minutes
Class “A-15”	15 minutes
Class “A-0”	0 minutes

- (v) the Administration may require a test of a prototype bulkhead or deck to ensure that it meets the above requirements for integrity and temperature rise.\*

(d) “B” Class Divisions” are those divisions formed by bulkheads, decks, ceilings or linings which comply with the following:

- (i) they shall be so constructed as to be capable of preventing the passage of flame to the end of the first one-half hour of the standard fire test;
- (ii) they shall have an insulation value such that the average temperature of the unexposed side will not rise more than 139°C (250°F) above the original temperature, nor will the temperature at any one point, including any joint, rise more than 225°C (405°F) above the original temperature, within the time listed below:

Class “B-15”	15 minutes
Class “B-0”	0 minutes

- (iii) they shall be constructed of approved non-combustible materials and all materials entering into the construction and erection of “B” Class divisions shall be non-combustible, except where in accordance with Parts C and D of this Chapter the use of combustible material is not precluded, in which case it shall comply with the temperature rise limitation specified in sub-paragraph (ii) of this paragraph up to the end of the first one-half hour of the standard fire test;
- (iv) the Administration may require a test of a prototype division to ensure that it meets the above requirements for integrity and temperature rise.\*

\* Reference is made to Recommendation for Fire Test Procedures for “A” and “B” Class Divisions, adopted by the Organization by Resolutions A.163(ES.IV) and A.215(VII).



- (e) ““C” Class Divisions” shall be constructed of approved non-combustible materials. They need meet no requirements relative to the passage of smoke and flame nor the limiting of temperature rise.
- (f) “Continuous “B” Class Ceilings or Linings” are those “B” Class ceilings or linings which terminate only at an “A” or “B” Class division.
- (g) “Steel or Other Equivalent Material”. Where the words “steel or other equivalent material” occur, “equivalent material” means any material which, by itself or due to insulation provided, has structural and integrity properties equivalent to steel at the end of the applicable fire exposure to the standard fire test (e.g. aluminium alloy with appropriate insulation).
- (h) “Low Flame Spread” means that the surface thus described will adequately restrict the spread of flame, this being determined to the satisfaction of the Administration by an established test procedure.
- (i) “Main Vertical Zones” are those sections into which the hull, super-structure, and deckhouses are divided by “A” Class divisions, the mean length of which on any one deck does not in general exceed 40 metres (131 feet).
- (j) “Accommodation Spaces” are those used for public spaces, corridors, lavatories, cabins, offices, crew quarters, barber shops, isolated pantries and lockers and similar spaces.
- (k) “Public Spaces” are those portions of the accommodation which are used for halls, dining rooms, lounges and similar permanently enclosed spaces.
- (l) “Service Spaces” are those used for galleys, main pantries, stores (except isolated pantries and lockers), mail and specie rooms, workshops other than those forming part of machinery spaces, and similar spaces and trunks to such spaces.
- (m) “Cargo Spaces” are all spaces used for cargo (including cargo oil tanks) and trunks to such spaces.
- (n) “Special Category Spaces” are those enclosed spaces above or below the bulkhead deck intended for the carriage of motor vehicles with fuel in their tanks for their own propulsion, into and from which such vehicles can be driven and to which passengers have access.
- (o) “Machinery Spaces of Category A” are all spaces which contain:
  - (i) internal combustion type machinery used either for main propulsion purposes, or for other purposes where such machinery has in the aggregate a total power output of not less than 373 kW, or
  - (ii) any oil-fired boiler or oil fuel unit; and trunks to such spaces.
- (p) “Machinery Spaces” are all machinery spaces of Category A and all other spaces containing propelling machinery, boilers, oil fuel units, steam and internal combustion engines, generators and major electrical machinery, oil filling stations, refrigerating, stabilizing, ventilation and air conditioning machinery, and similar spaces; and trunks to such spaces.

(q) "Oil Fuel Unit" means the equipment used for the preparation of oil fuel for delivery to an oil-fired boiler, or equipment used for the preparation for delivery of heated oil to an internal combustion engine, and includes any oil pressure pumps, filters and heaters dealing with oil at a pressure more than 1.8 kilogrammes per square centimetre (25 pounds per square inch) gauge.

(r) "Control Stations" are those spaces in which the ship's radio or main navigating equipment or the emergency source of power is located or where the fire recording or fire control equipment is centralized.

(s) "Rooms containing Furniture and Furnishings of Restricted Fire Risk" are, for the purpose of Regulation 20 of this Chapter, those rooms containing furniture and furnishings of restricted fire risk (whether cabins, public spaces, offices or other types of accommodation) in which:

- (i) all case furniture such as desks, wardrobes, dressing tables, bureaux, dressers, is constructed entirely of approved non-combustible materials, except that a combustible veneer not exceeding 2 millimetres ( $\frac{1}{12}$  inch) may be used on the working surface of such articles;
- (ii) all free-standing furniture such as chairs, sofas, tables, is constructed with frames of non-combustible materials;
- (iii) all draperies, curtains and other suspended textile materials have, to the satisfaction of the Administration, qualities of resistance to the propagation of flame not inferior to those of wool weighing 0.8 kilogrammes per square metre (24 ounces per square yard);
- (iv) all floor coverings have, to the satisfaction of the Administration, qualities of resistance to the propagation of flame not inferior to those of an equivalent woollen material used for the same purpose; and
- (v) all exposed surfaces of bulkheads, linings and ceilings have low flame-spread characteristics.

(t) "Bulkhead deck" is the uppermost deck up to which the transverse watertight bulkheads are carried.

(u) "Deadweight" is the difference in metric tons between the displacement of a ship in water of a specific gravity of 1.025 at the load water line corresponding to the assigned summer freeboard and the lightweight of the ship.

(v) "Lightweight" is the displacement of a ship in metric tons without cargo, fuel, lubricating oil, ballast water, fresh water and feedwater in tanks, consumable stores, together with passengers, and crew and their effects.

(w) "Combination carrier" is a tanker designed to carry oil or alternatively solid cargoes in bulk.

#### **Regulation 4**

##### *Fire Control Plans*

There shall be permanently exhibited in all new and existing ships for the guidance of the ship's officers general arrangement plans showing clearly for each



deck the control stations, the various fire sections enclosed by "A" Class divisions, the sections enclosed by "B" Class divisions (if any), together with particulars of the fire alarms, detecting systems, the sprinkler installation (if any), the fire-extinguishing appliances, means of access to different compartments, decks, etc. and the ventilating system including particulars of the fan control positions, the position of dampers and identification numbers of the ventilating fans serving each section. Alternatively, at the discretion of the Administration, the aforementioned details may be set out in a booklet, a copy of which shall be supplied to each officer, and one copy at all times shall be available on board in an accessible position. Plans and booklets shall be kept up to date, any alterations being recorded thereon as soon as practicable. Description in such plans and booklets shall be in the national language. If the language is neither English nor French, a translation into one of those languages shall be included. In addition, instructions concerning the maintenance and operation of all the equipment and installations on board for the fighting and containment of fire shall be kept under one cover, readily available in an accessible position.

### Regulation 5

#### *Fire Pumps, Fire Mains, Hydrants and Hoses*

##### (a) *Total Capacity of Fire Pumps*

- (i) In a passenger ship, the required fire pumps shall be capable of delivering for fire-fighting purposes a quantity of water, at the appropriate pressure prescribed below, not less than two-thirds of the quantity required to be dealt with by the bilge pumps when employed for bilge pumping.
- (ii) In a cargo ship, the required fire pumps, other than the emergency pump (if any), shall be capable of delivering for fire-fighting purposes a quantity of water, at the appropriate pressure prescribed, not less than four-thirds of the quantity required under Regulation 18 of Chapter II-1 to be dealt with by each of the independent bilge pumps in a passenger ship of the same dimensions when employed on bilge pumping, provided that in no cargo ship need the total required capacity of the fire pumps exceed 180 cubic metres per hour.

##### (b) *Fire Pumps*

- (i) The fire pumps shall be independently driven. Sanitary, ballast, bilge or general service pumps may be accepted as fire pumps, provided that they are not normally used for pumping oil and that if they are subject to occasional duty for the transfer or pumping of fuel oil, suitable change-over arrangements are fitted.
- (ii) (1) In passenger ships carrying more than 36 passengers, each of the required fire pumps shall have a capacity not less than 80 per cent of the total required capacity divided by the minimum number of required fire pumps and each such pump shall in any event be capable of delivering at least the two required jets of water. These fire pumps shall be capable of supplying the fire main system under the required conditions.



Where more pumps than the minimum of required pumps are installed the capacity of such additional pumps shall be to the satisfaction of the Administration.

- (2) In all other types of ships, each of the required fire pumps (other than any emergency pump required by Regulation 52 of this Chapter) shall have a capacity not less than 80 per cent of the total required capacity divided by the number of required fire pumps, and shall in any event be capable of supplying the fire main system under the required conditions.

Where more pumps than required are installed their capacity shall be to the satisfaction of the Administration.

- (iii) Relief valves shall be provided in conjunction with all fire pumps if the pumps are capable of developing a pressure exceeding the design pressure of the water service pipes, hydrants and hoses. These valves shall be so placed and adjusted as to prevent excessive pressure in any part of the fire main system.

(c) *Pressure in the Fire Main*

- (i) The diameter of the fire main and water service pipes shall be sufficient for the effective distribution of the maximum required discharge from two fire pumps operating simultaneously, except that in the case of cargo ships the diameter need only be sufficient for the discharge of 140 cubic metres per hour.
- (ii) With the two pumps simultaneously delivering through nozzles specified in paragraph (g) of this Regulation the quantity of water specified in sub-paragraph (i) of this paragraph, through any adjacent hydrants, the following minimum pressures shall be maintained at all hydrants:

*Passenger ships:*

4,000 tons gross tonnage and upwards	3.2 kilogrammes per square centimetre (45 pounds per square inch)
1,000 tons gross tonnage and upwards but under 4,000 tons gross tonnage	2.8 kilogrammes per square centimetre (40 pounds per square inch)
Under 1,000 tons gross tonnage	To the satisfaction of the Administration

*Cargo ships:*

6,000 tons gross tonnage and upwards	2.8 kilogrammes per square centimetre (40 pounds per square inch)
1,000 tons gross tonnage and upwards but under 6,000 tons gross tonnage	2.6 kilogrammes per square centimetre (37 pounds per square inch)
Under 1,000 tons gross tonnage	To the satisfaction of the Administration

(d) *Number and Position of Hydrants*

The number and position of the hydrants shall be such that at least two jets of water not emanating from the same hydrant, one of which shall be from a single length of hose, may reach any part of the ship normally accessible to the passengers or crew while the ship is being navigated.

(e) *Pipes and Hydrants*

- (i) Materials readily rendered ineffective by heat shall not be used for fire mains and hydrants unless adequately protected. The pipes and hydrants shall be so placed that the fire hoses may be easily coupled to them. In ships where deck cargo may be carried, the positions of the hydrants shall be such that they are always readily accessible and the pipes shall be arranged as far as practicable to avoid risk of damage by such cargo. Unless there is provided one hose and nozzle for each hydrant in the ship, there shall be complete interchangeability of hose couplings and nozzles.
- (ii) A cock or valve shall be fitted to serve each fire hose so that any fire hose may be removed while the fire pumps are at work.

(f) *Fire Hoses*

Fire hoses shall be of material approved by the Administration and sufficient in length to project a jet of water to any of the spaces in which they may be required to be used. Their maximum length shall be to the satisfaction of the Administration. Each hose shall be provided with a nozzle and the necessary couplings. Hoses specified in this Chapter as "fire hoses" shall together with any necessary fittings and tools be kept ready for use in conspicuous positions near the water service hydrants or connexions. Additionally in interior locations in passenger ships carrying more than 36 passengers, fire hoses shall be connected to the hydrants at all times.

(g) *Nozzles*

- (i) For the purposes of this Chapter, standard nozzle sizes shall be 12 millimetres ( $\frac{1}{2}$  inch), 16 millimetres ( $\frac{5}{8}$  inch) and 19 millimetres ( $\frac{3}{4}$  inch) or as near thereto as possible. Larger diameter nozzles may be permitted at the discretion of the Administration.
- (ii) For accommodation and service spaces, a nozzle size greater than 12 millimetres ( $\frac{1}{2}$  inch) need not be used.
- (iii) For machinery spaces and exterior locations, the nozzle size shall be such as to obtain the maximum discharge possible from two jets at the pressure mentioned in paragraph (c) of this Regulation from the smallest pump, provided that a nozzle size greater than 19 millimetres ( $\frac{3}{4}$  inch) need not be used.
- (iv) For machinery spaces or in similar spaces where the risk of spillage of oil exists, the nozzles shall be suitable for spraying water on oil or alternatively shall be of a dual purpose type.

(h) *International Shore Connexion*

Standard dimensions of flanges for the international shore connexion required in this Chapter to be installed in the ship shall be in accordance with the following table:

Description	Dimension
Outside diameter	178 millimetres (7 inches)
Inner diameter	64 millimetres (2½ inches)
Bolt circle diameter	132 millimetres (5¼ inches)
Slots in flange	4 holes 19 millimetres (¾ inch) in diameter equidistantly placed on a bolt circle of the above diameter, slotted to the flange periphery
Flange thickness	14.5 millimetres (⅝ inch) minimum
Bolts and nuts	4, each of 16 millimetres (⅝ inch) diameter, 50 millimetres (2 inches) in length

The connexion shall be constructed of material suitable for 10.5 kilogrammes per square centimetre (150 pounds per square inch) service. The flange shall have a flat face on one side and the other shall have permanently attached thereto a coupling that will fit the ship's hydrant and hose. The connexion shall be kept aboard the ship together with a gasket of any material suitable for 10.5 kilogrammes per square centimetre (150 pounds per square inch) service, together with four 16 millimetre (⅝ inch) bolts, 50 millimetres (2 inches) in length and eight washers.

**Regulation 6***Miscellaneous Items*

(a) Electric radiators, if used, shall be fixed in position and so constructed as to reduce fire risks to a minimum. No such radiators shall be fitted with an element so exposed that clothing, curtains, or other similar materials can be scorched or set on fire by heat from the element.

(b) Cellulose-nitrate based films shall not be used for cinematograph installations.

**Regulation 7***Fire Extinguishers*

(a) All fire extinguishers shall be of approved types and designs.

(i) The capacity of required portable fluid extinguishers shall be not more than 13.5 litres (3 gallons) and not less than 9 litres (2 gallons). Other extinguishers shall not be in excess of the equivalent portability of the 13.5 litre (3 gallons) fluid extinguisher and shall not be less than the fire-extinguishing equivalent of a 9 litre (2 gallons) fluid extinguisher.

(ii) The Administration shall determine the equivalents of fire extinguishers.



- (b) Spare charges shall be provided in accordance with requirements to be specified by the Administration.
- (c) Fire extinguishers containing an extinguishing medium which, in the opinion of the Administration, either by itself or under expected conditions of use gives off toxic gases in such quantities as to endanger persons shall not be permitted.
- (d) A portable froth applicator unit shall consist of an inductor type of air-froth nozzle capable of being connected to the fire main by a fire hose, together with a portable tank containing at least 20 litres (4½ gallons) of froth-making liquid and one spare tank. The nozzle shall be capable of producing effective froth suitable for extinguishing an oil fire, at the rate of at least 1.5 cubic metres (53 cubic feet) per minute.
- (e) Fire extinguishers shall be periodically examined and subjected to such tests as the Administration may require.
- (f) One of the portable fire extinguishers intended for use in any space shall be stowed near the entrance to that space.

### Regulation 8

#### *Fixed Gas Fire-Extinguishing Systems*

- (a) The use of a fire-extinguishing medium which, in the opinion of the Administration, either by itself or under expected conditions of use gives off toxic gases in such quantities as to endanger persons shall not be permitted.
- (b) Where provision is made for the injection of gas for fire-extinguishing purposes, the necessary pipes for conveying the gas shall be provided with control valves or cocks so marked as to indicate clearly the compartments to which the pipes are led. Suitable provision shall be made to prevent inadvertent admission of the gas to any compartment. Where cargo spaces fitted with such a system for fire protection are used as passenger spaces the gas connexion shall be blanked during such use.
- (c) The piping shall be arranged so as to provide effective distribution of fire-extinguishing gas.
- (d)
  - (i) When carbon dioxide is used as the extinguishing medium in cargo spaces, the quantity of gas available shall be sufficient to give a minimum volume of free gas equal to 30 per cent of the gross volume of the largest cargo compartment in the ship which is capable of being sealed.
  - (ii) When carbon dioxide is used as an extinguishing medium for machinery spaces of Category A the quantity of gas carried shall be sufficient to give a minimum quantity of free gas equal to the larger of the following quantities, either:
    - (1) 40 per cent of the gross volume of the largest space, the volume to include the casing up to the level at which the horizontal area of the casing is 40 per cent or less of the horizontal area

of the space concerned taken midway between the tank top and the lowest part of the casing; or

- (2) 35 per cent of the entire volume of the largest space including the casing;

provided that the above-mentioned percentages may be reduced to 35 per cent and 30 per cent respectively for cargo ships of less than 2,000 tons gross tonnage; provided also that if two or more machinery spaces of Category A are not entirely separate they shall be considered as forming one compartment.

- (iii) Where the volume of free air contained in air receivers in any machinery space of Category A is such that, if released in such space in the event of fire, such release of air within that space would seriously affect the efficiency of the fixed fire-extinguishing installation, the Administration shall require the provision of an additional quantity of carbon dioxide.
- (iv) When carbon dioxide is used as an extinguishing medium both for cargo spaces and for machinery spaces of Category A the quantity of gas need not be more than the maximum required either for the largest cargo compartment or machinery space.
- (v) For the purpose of this paragraph the volume of carbon dioxide shall be calculated at 0.56 cubic metres to the kilogramme (9 cubic feet to the pound).
- (vi) When carbon dioxide is used as the extinguishing medium for machinery spaces of Category A the fixed piping system shall be such that 85 per cent of the gas can be discharged into the space within 2 minutes.
- (vii) Carbon dioxide bottle storage rooms shall be situated at a safe and readily accessible position and shall be effectively ventilated to the satisfaction of the Administration. Any entrance to such storage rooms shall preferably be from the open deck, and in any case shall be independent of the protected space. Access doors shall be gas-tight and bulkheads and decks which form the boundaries of such rooms shall be gastight and adequately insulated.
- (e) (i) Where gas other than carbon dioxide or steam as permitted by paragraph (f) of this Regulation is produced on the ship and is used as an extinguishing medium, it shall be a gaseous product of fuel combustion in which the oxygen content, the carbon monoxide content, the corrosive elements and any solid combustible elements have been reduced to a permissible minimum.
- (ii) Where such gas is used as the extinguishing medium in a fixed fire-extinguishing system for the protection of machinery spaces of Category A it shall afford protection equivalent to that provided by a fixed carbon dioxide system.
- (iii) Where such gas is used as the extinguishing medium in a fixed fire-extinguishing system for the protection of cargo spaces a sufficient quantity of such gas shall be available to supply hourly a volume of free gas at least equal to 25 per cent of the gross volume of the largest compartment protected in this way for a period of 72 hours.



(f) In general, the Administration shall not permit the use of steam as a fire-extinguishing medium in fixed fire-extinguishing systems of new ships. Where the use of steam is permitted by the Administration it shall be used only in restricted areas as an addition to the required fire-extinguishing medium and with the proviso that the boiler or boilers available for supplying steam shall have an evaporation of at least 1 kilogramme of steam per hour for each 0.75 cubic metres (1 pound of steam per hour per 12 cubic feet) of the gross volume of the largest space so protected. In addition to complying with the foregoing requirements the systems in all respects shall be as determined by, and to the satisfaction of the Administration.

(g) Means shall be provided for automatically giving audible warning of the release of fire-extinguishing gas into any space to which personnel normally have access. The alarm shall operate for a suitable period before the gas is released.

(h) The means of control of any such fixed gas fire-extinguishing system shall be readily accessible and simple to operate and shall be grouped together in as few locations as possible at positions not likely to be cut off by a fire in the protected space.

#### Regulation 9

##### *Fixed Froth Fire-Extinguishing Systems in Machinery Spaces*

(a) Any required fixed froth fire-extinguishing system in machinery spaces shall be capable of discharging through fixed discharge outlets in not more than five minutes, a quantity of froth sufficient to cover to a depth of 150 millimetres (6 inches) the largest single area over which oil fuel is liable to spread. The system shall be capable of generating froth suitable for extinguishing oil fires. Means shall be provided for effective distribution of the froth through a permanent system of piping and control valves or cocks to suitable discharge outlets, and for the froth to be effectively directed by fixed sprayers on other main fire hazards in the protected space. The expansion ratio of the froth shall not exceed 12 to 1.

(b) The means of control of any such systems shall be readily accessible and simple to operate and shall be grouped together in as few locations as possible at positions not likely to be cut off by a fire in the protected space.

#### Regulation 10

##### *Fixed High Expansion Froth Fire-Extinguishing Systems in Machinery Spaces*

(a) (i) Any required fixed high expansion froth system in machinery spaces shall be capable of rapidly discharging through fixed discharge outlets a quantity of froth sufficient to fill the greatest space to be protected at a rate of at least 1 metre (3.3 feet) in depth per minute. The quantity of froth-forming liquid available shall be sufficient to produce a volume of froth equal to five times the volume of the largest space to be protected. The expansion ratio of the froth shall not exceed 1,000 to 1.



- (ii) The Administration may permit alternative arrangements and discharge rates provided that it is satisfied that equivalent protection is achieved.
- (b) Supply ducts for delivering froth, air intakes to the froth generator and the number of froth-producing units shall in the opinion of the Administration be such as will provide effective froth production and distribution.
- (c) The arrangement of the froth generator delivery ducting shall be such that a fire in the protected space will not affect the froth-generating equipment.
- (d) The froth generator, its sources of power supply, froth-forming liquid and means of controlling the system shall be readily accessible and simple to operate and shall be grouped in as few locations as possible at positions not likely to be cut off by fire in the protected space.

### Regulation 11

#### *Fixed Pressure Water-Spraying Fire-Extinguishing Systems in Machinery Spaces*

- (a) Any required fixed pressure water-spraying fire-extinguishing system in machinery spaces shall be provided with spraying nozzles of an approved type.
- (b) The number and arrangement of the nozzles shall be to the satisfaction of the Administration and be such as to ensure an effective average distribution of water of at least 5 litres per square metre (0.1 gallon per square foot) per minute in the spaces to be protected. Where increased application rates are considered necessary, these shall be to the satisfaction of the Administration. Nozzles shall be fitted above bilges, tank tops and other areas over which oil fuel is liable to spread and also above other specific fire hazards in the machinery spaces.
- (c) The system may be divided into sections, the distribution valves of which shall be operated from easily accessible positions outside the spaces to be protected and which will not be readily cut off by an outbreak of fire.
- (d) The system shall be kept charged at the necessary pressure and the pump supplying the water for the system shall be put automatically into action by a pressure drop in the system.
- (e) The pump shall be capable of simultaneously supplying at the necessary pressure all sections of the system in any one compartment to be protected. The pump and its controls shall be installed outside the space or spaces to be protected. It shall not be possible for a fire in the space or spaces protected by the water-spraying system to put the system out of action.
- (f) The pump may be driven by independent internal combustion type machinery but if it is dependent upon power being supplied from the emergency generator fitted in compliance with the provisions of Regulation 25 or Regulation 26 as appropriate of Chapter II-1 of the present Convention that generator shall be arranged to start automatically in case of main power failure so that power for the pump required by paragraph (e) of this Regulation is immediately

available. When the pump is driven by independent internal combustion type machinery it shall be so situated that a fire in the protected space will not affect the air supply to the machinery.

(g) Precautions shall be taken to prevent the nozzles from becoming clogged by impurities in the water or corrosion of piping, nozzles, valves and pump.

## Regulation 12

### *Automatic Sprinkler and Fire Alarm and Fire Detection Systems*

- (a)
  - (i) Any required automatic sprinkler and fire alarm and fire detection system shall be capable of immediate operation at all times and no action by the crew shall be necessary to set it in operation. It shall be of the wet pipe type but small exposed sections may be of the dry pipe type where in the opinion of the Administration this is a necessary precaution. Any parts of the system which may be subjected to freezing temperatures in service shall be suitably protected against freezing. It shall be kept charged at the necessary pressure and shall have provision for a continuous supply of water as required in this Regulation.
  - (ii) Each section of sprinklers shall include means for giving a visual and audible alarm signal automatically at one or more indicating units whenever any sprinkler comes into operation. Such units shall give an indication of any fire and its location in any space served by the system and shall be centralized on the navigating bridge or in the main fire control station, which shall be so manned or equipped as to ensure that any alarm from the system is immediately received by a responsible member of the crew. Such alarm systems shall be constructed so as to indicate if any fault occurs in the system.
- (b)
  - (i) Sprinklers shall be grouped into separate sections, each of which shall contain not more than 200 sprinklers. Any section of sprinklers shall not serve more than two decks and shall not be situated in more than one main vertical zone, except that an Administration, if it is satisfied that the protection of the ship against fire will not thereby be reduced, may permit such a section of sprinklers to serve more than two decks or to be situated in more than one main vertical zone.
  - (ii) Each section of sprinklers shall be capable of being isolated by one stop valve only. The stop valve in each section shall be readily accessible and its location shall be clearly and permanently indicated. Means shall be provided to prevent the operation of the stop valves by any unauthorized person.
  - (iii) A gauge indicating the pressure in the system shall be provided at each section stop valve and at a central station.
  - (iv) The sprinklers shall be resistant to corrosion by marine atmospheres. In accommodation and service spaces the sprinklers shall come into operation within the temperature range of 68°C (155°F) and 79°C (175°F), except that in locations such as drying rooms, where high ambient temperatures might be expected, the operating temperature



may be increased by not more than 30°C (54°F) above the maximum deck head temperature.

- (v) A list or plan shall be displayed at each indicating unit showing the spaces covered and the location of the zone in respect of each section. Suitable instructions for testing and maintenance shall be available.
- (c) Sprinklers shall be placed in an overhead position and spaced in a suitable pattern to maintain an average application rate of not less than 5 litres per square metre (0.1 gallon per square foot) per minute over the nominal area covered by the sprinklers. Alternatively, the Administration may permit the use of sprinklers providing such other amount of water suitably distributed as has been shown to the satisfaction of the Administration to be not less effective.
- (d)
  - (i) A pressure tank having a volume equal to at least twice that of the charge of water specified in this sub-paragraph shall be provided. The tank shall contain a standing charge of fresh water, equivalent to the amount of water which would be discharged in one minute by the pump referred to in sub-paragraph (e)(ii) of this Regulation, and the arrangements shall provide for maintaining such air pressure in the tank to ensure that where the standing charge of fresh water in the tank has been used the pressure will be not less than the working pressure of the sprinkler, plus the pressure due to a head of water measured from the bottom of the tank to the highest sprinkler in the system. Suitable means of replenishing the air under pressure and of replenishing the fresh water charge in the tank shall be provided. A glass gauge shall be provided to indicate the correct level of the water in the tank.
  - (ii) Means shall be provided to prevent the passage of sea water into the tank.
- (e)
  - (i) An independent power pump shall be provided solely for the purpose of continuing automatically the discharge of water from the sprinklers. The pump shall be brought into action automatically by the pressure drop in the system before the standing fresh water charge in the pressure tank is completely exhausted.
  - (ii) The pump and the piping system shall be capable of maintaining the necessary pressure at the level of the highest sprinkler to ensure a continuous output of water sufficient for the simultaneous coverage of a minimum area of 280 square metres (3,000 square feet) at the application rate specified in paragraph (c) of this Regulation.
  - (iii) The pump shall have fitted on the delivery side a test valve with a short open-ended discharge pipe. The effective area through the valve and pipe shall be adequate to permit the release of the required pump output while maintaining the pressure in the system specified in sub-paragraph (d)(i) of this Regulation.
  - (iv) The sea inlet to the pump shall wherever possible be in the space containing the pump and shall be so arranged that when the ship is afloat it will not be necessary to shut off the supply of sea water to the pump for any purpose other than the inspection or repair of the pump.



(f) The sprinkler pump and tank shall be situated in a position reasonably remote from any machinery space of Category A and shall not be situated in any space required to be protected by the sprinkler system.

(g) There shall be not less than two sources of power supply for the sea water pump and automatic alarm and detection system. Where the sources of power for the pump are electrical, these shall be a main generator and an emergency source of power. One supply for the pump shall be taken from the main switchboard, and one from the emergency switchboard by separate feeders reserved solely for that purpose.

The feeders shall be arranged so as to avoid galleys, machinery spaces and other enclosed spaces of high fire risk except in so far as it is necessary to reach the appropriate switchboards, and shall be run to an automatic change-over switch situated near the sprinkler pump. This switch shall permit the supply of power from the main switchboard so long as a supply is available therefrom, and be so designed that upon failure of that supply it will automatically change over to the supply from the emergency switchboard. The switches on the main switchboard and the emergency switchboard shall be clearly labelled and normally kept closed. No other switch shall be permitted in the feeders concerned. One of the sources of power supply for the alarm and detection system shall be an emergency source. Where one of the sources of power for the pump is an internal combustion-type engine it shall, in addition to complying with the provisions of paragraph (f) of this Regulation, be so situated that a fire in any protected space will not affect the air supply to the machinery.

(h) The sprinkler system shall have a connexion from the ship's fire main by way of a lockable screw-down non-return valve at the connexion which will prevent a backflow from the sprinkler system to the fire main.

- (i) (i) A test valve shall be provided for testing the automatic alarm for each section of sprinklers by a discharge of water equivalent to the operation of one sprinkler. The test valve for each section shall be situated near the stop valve for that section.
- (ii) Means shall be provided for testing the automatic operation of the pump, on reduction of pressure in the system.
- (iii) Switches shall be provided at one of the indicating positions referred to in sub-paragraph (a)(ii) of this Regulation which will enable the alarm and the indicators for each section of sprinklers to be tested.

(j) Spare sprinkler heads shall be provided for each section of sprinklers to the satisfaction of the Administration.

### Regulation 13

#### *Automatic Fire Alarm and Fire Detection Systems*

#### **Requirements for passenger ships carrying more than 36 passengers**

- (a) (i) Any required automatic fire alarm and fire detection system shall be capable of immediate operation at all times and no action of the crew shall be necessary to set it in operation.

- (ii) Each section of detectors shall include means for giving a visual and audible alarm signal automatically at one or more indicating units whenever any detector comes into operation. Such units shall give an indication of any fire and its location in any space served by the system and shall be centralized on the navigating bridge or in the main fire control station which shall be so manned or equipped as to ensure that any alarm from the system is immediately received by a responsible member of the crew. Such alarm system shall be constructed so as to indicate if any fault occurs in the system.
- (b) Detectors shall be grouped into separate sections each covering not more than 50 rooms served by such a system and containing not more than 100 detectors. A section of detectors shall not serve spaces on both the port and starboard sides of the ship nor on more than one deck and neither shall it be situated in more than one main vertical zone except that the Administration, if it is satisfied that the protection of the ship against fire will not thereby be reduced, may permit such a section of detectors to serve both the port and starboard sides of the ship and more than one deck.
- (c) The system shall be operated by an abnormal air temperature, by an abnormal concentration of smoke or by other factors indicative of incipient fire in any one of the spaces to be protected. Systems which are sensitive to air temperature shall not operate at less than 57°C (135°F) and shall operate at a temperature not greater than 74°C (165°F) when the temperature increase to those levels is not more than 1°C (1.8°F) per minute. At the discretion of the Administration the permissible temperature of operation may be increased to 30°C (54°F) above the maximum deckhead temperature in drying rooms and similar places of a normally high ambient temperature. Systems which are sensitive to smoke concentration shall operate on the reduction of the intensity of a transmitted light beam by an amount to be determined by the Administration. Other equally effective methods of operation may be accepted at the discretion of the Administration. The detection system shall not be used for any purpose other than fire detection.
- (d) The detectors may be arranged to operate the alarm by the opening or closing of contacts or by other appropriate methods. They shall be fitted in an overhead position and shall be suitably protected against impact and physical damage. They shall be suitable for use in a marine atmosphere. They shall be placed in an open position clear of beams and other objects likely to obstruct the flow of hot gases or smoke to the sensitive element. Detectors operated by the closing of contacts shall be of the sealed contact type and the circuit shall be continuously monitored to indicate fault conditions.
- (e) At least one detector shall be installed in each space where detection facilities are required and there shall be not less than one detector for each 37 square metres (400 square feet) of deck area. In large spaces the detectors shall be arranged in a regular pattern so that no detector is more than 9 metres (30 feet) from another detector or more than 4.5 metres (15 feet) from a bulkhead.
- (f) There shall be not less than two sources of power supply for the electrical equipment used in the operation of the fire alarm and fire detection system, one of which shall be an emergency source. The supply shall be provided by separate feeders reserved solely for that purpose. Such feeders shall run to a change-over switch situated in the control station for the fire detection system. The wiring



system shall be so arranged to avoid galleys, machinery spaces and other enclosed spaces having a high fire risk except in so far as it is necessary to provide for fire detection in such spaces or to reach the appropriate switchboard.

- (g) (i) A list or plan shall be displayed adjacent to each indicating unit showing the spaces covered and the location of the zone in respect of each section. Suitable instructions for testing and maintenance shall be available.
  - (ii) Provision shall be made for testing the correct operation of the detectors and the indicating units by supplying means for applying hot air or smoke at detector positions.
- (h) Spare detector heads shall be provided for each section of detectors to the satisfaction of the Administration.

**Requirements for all other types of ships**

- (i) All required fire detection systems shall be capable of automatically indicating the presence or indication of fire and also its location. Indicators shall be centralized either on the navigating bridge or in other control stations which are provided with a direct communication with the bridge. The Administration may permit the indicators to be distributed among several stations.
- (j) In passenger ships electrical equipment used in the operation of required fire detection systems shall have two separate sources of power, one of which shall be an emergency source.
- (k) The alarm system shall operate both audible and visible signals at the main stations referred to in paragraph (i) of this Regulation. Detection systems for cargo spaces need not have audible alarms.

**Regulation 14**

*Fireman's Outfit*

A fireman's outfit shall consist of:

- (a) Personal equipment comprising:
  - (i) Protective clothing of material to protect the skin from the heat radiating from the fire and from burns and scalding by steam. The outer surface shall be water-resistant.
  - (ii) Boots and gloves of rubber or other electrically non-conducting material.
  - (iii) A rigid helmet providing effective protection against impact.
  - (iv) An electric safety lamp (hand lantern) of an approved type with a minimum burning period of three hours.
  - (v) An axe to the satisfaction of the Administration.
- (b) A breathing apparatus of an approved type which may be either:



- (i) A smoke helmet or smoke mask which shall be provided with a suitable air pump and a length of air hose sufficient to reach from the open deck, well clear of hatch or doorway, to any part of the holds or machinery spaces. If, in order to comply with this subparagraph, an air hose exceeding 36 metres (120 feet) in length would be necessary, a self-contained breathing apparatus shall be substituted or provided in addition as determined by the Administration, or
- (ii) a self-contained breathing apparatus which shall be capable of functioning for a period of time to be determined by the Administration.

For each breathing apparatus a fireproof lifeline of sufficient length and strength shall be provided capable of being attached by means of a snaphook to the harness of the apparatus or to a separate belt in order to prevent the breathing apparatus becoming detached when the lifeline is operated.

#### **Regulation 15**

##### *Ready Availability of Fire-Extinguishing Appliances*

In all new and existing ships, fire-extinguishing appliances shall be kept in good order and available for immediate use at all times during the voyage.

#### **Regulation 16**

##### *Acceptance of Substitutes*

Where in this Chapter any special type of appliance, apparatus, extinguishing medium or arrangement is specified in any new and existing ships, any other type of appliance etc., may be allowed, provided the Administration is satisfied that it is not less effective.

### **PART B—FIRE SAFETY MEASURES FOR PASSENGER SHIPS CARRYING MORE THAN 36 PASSENGERS**

#### **Regulation 17**

##### *Structure*

The hull, superstructure, structural bulkheads, decks and deckhouses shall be constructed of steel or other equivalent material. For the purpose of applying the definition of steel or other equivalent material as given in Regulation 3(g) of this Chapter the “applicable fire exposure” shall be according to the integrity and insulation standards given in the tables of Regulation 20 of this Chapter. An example where divisions such as decks or sides and ends of deckhouses are permitted to have “B-0” fire integrity, the “applicable fire exposure” shall be one half-hour.

Provided that in cases where any part of the structure is of aluminium alloy, the following requirements shall apply:

- (a) The insulation of aluminium alloy components of "A" or "B" Class divisions, except structure which in the opinion of the Administration is non-load-bearing, shall be such that the temperature of the structural core does not rise more than 200°C (360°F) above the ambient temperature at any time during the applicable fire exposure to the standard fire test.
- (b) Special attention shall be given to the insulation of aluminium alloy components of columns, stanchions and other structural members required to support lifeboat and liferaft stowage, launching and embarkation areas, and "A" and "B" Class divisions to ensure:
- (i) that for such members supporting lifeboat and liferaft areas and "A" Class divisions the temperature rise limitation specified in paragraph (a) of this Regulation shall apply at the end of one hour; and
  - (ii) that for such members required to support "B" Class divisions, the temperature rise limitation specified in paragraph (a) of this Regulation shall apply at the end of one half-hour.
- (c) Crowns and casings of machinery spaces of Category A shall be of steel construction adequately insulated and openings therein, if any, shall be suitably arranged and protected to prevent the spread of fire.

### Regulation 18

#### *Main Vertical Zones and Horizontal Zones*

- (a) The hull, superstructure and deckhouses shall be subdivided into main vertical zones by "A" Class divisions. Steps and recesses shall be kept to a minimum, but where they are necessary, they shall also be "A" Class divisions. These divisions shall have insulation values in accordance with the applicable tables in Regulation 20 of this Chapter.
- (b) As far as practicable, the bulkheads forming the boundaries of the main vertical zones above the bulkhead deck shall be in line with watertight subdivision bulkheads situated immediately below the bulkhead deck.
- (c) Such bulkheads shall extend from deck to deck and to the shell or other boundaries.
- (d) Where a main vertical zone is subdivided by horizontal "A" Class divisions into horizontal zones for the purpose of providing an appropriate barrier between sprinklered and non-sprinklered zones of the ship the divisions shall extend between adjacent main vertical zone bulkheads and to the shell or exterior boundaries of the ship and shall be insulated in accordance with the fire insulation and integrity values given in Table 3 of Regulation 20 of this Chapter.
- (e) On ships designed for special purposes, such as automobile or railroad car ferries, where the provision of main vertical zone bulkheads would defeat the purpose for which the ship is intended, equivalent means for controlling and limiting a fire shall be substituted and specifically approved by the Administration.

Provided that in a ship with special category spaces, any such space shall comply with the applicable provisions of Regulation 30 of this Chapter, and in

so far as such compliance would be inconsistent with compliance with other requirements of this Part of this Chapter, the requirements of Regulation 30 shall prevail.

### Regulation 19

#### *Bulkheads within a Main Vertical Zone*

(a) All bulkheads which are not required to be "A" Class divisions shall be at least "B" Class or "C" Class divisions as prescribed in the tables in Regulation 20 of this Chapter. All such divisions may be faced with combustible materials in accordance with the provisions of Regulation 27 of this Chapter.

(b) All corridor bulkheads where not required to be "A" Class shall be "B" Class divisions which shall extend from deck to deck except:

- (i) when continuous "B" Class ceilings and/or linings are fitted on both sides of the bulkhead, the portion of the bulkhead behind the continuous ceiling or lining shall be of material which in thickness and composition is acceptable in the construction of "B" Class divisions but which shall be required to meet "B" Class integrity standards only in so far as is reasonable and practicable in the opinion of the Administration;
- (ii) in the case of a ship protected by an automatic sprinkler system complying with the provisions of Regulation 12 of this Chapter, the corridor bulkheads of "B" Class materials may terminate at a ceiling in the corridor provided such a ceiling is of material which in thickness and composition is acceptable in the construction of "B" Class divisions. Notwithstanding the requirements of Regulation 20 of this Chapter, such bulkheads and ceilings shall be required to meet "B" Class integrity standards only in so far as is reasonable and practicable in the opinion of the Administration. All doors and frames in such bulkheads shall be of incombustible materials and shall be constructed and erected so as to provide substantial fire resistance to the satisfaction of the Administration.

(c) All bulkheads required to be "B" Class divisions, except corridor bulkheads, shall extend from deck to deck and to the shell or other boundaries unless continuous "B" Class ceilings and/or linings are fitted on both sides of the bulkhead in which case the bulkhead may terminate at the continuous ceiling or lining.

### Regulation 20

#### *Fire Integrity of Bulkheads and Decks*

(a) In addition to complying with the specific provisions for fire integrity of bulkheads and decks mentioned elsewhere in the Regulations of this Part, the minimum fire integrity of all bulkheads and decks shall be as prescribed in Tables 1 to 4 in this Regulation. Where, due to any particular structural arrangements in the ship, difficulty is experienced in determining from the tables the minimum fire integrity value of any divisions, such values shall be determined to the satisfaction of the Administration.



(b) The following requirements shall govern application of the tables:

- (i) Table 1 shall apply to bulkheads bounding main vertical zones or horizontal zones.

Table 2 shall apply to bulkheads not bounding either main vertical zones or horizontal zones.

Table 3 shall apply to decks forming steps in main vertical zones or bounding horizontal zones.

Table 4 shall apply to decks not forming steps in main vertical zones nor bounding horizontal zones.

- (ii) For the purpose of determining the appropriate fire integrity standards to be applied to boundaries between adjacent spaces, such spaces are classified according to their fire risk as shown in Categories (1) to (14) below. Where the contents and use of a space are such that there is a doubt as to its classification for the purpose of this Regulation, it shall be treated as a space within the relevant category having the most stringent boundary requirements. The title of each category is intended to be typical rather than restrictive. The number in parentheses preceding each category refers to the applicable column or row number in the tables.

(1) *Control Stations*

Spaces containing emergency sources of power and lighting.

Wheelhouse and chartroom.

Spaces containing the ship's radio equipment.

Fire control and recording stations.

Control room for propelling machinery when located outside the propelling machinery space.

Spaces containing centralized fire alarm equipment.

Spaces containing centralized emergency public address system stations and equipment.

(2) *Stairways*

Interior stairways, lifts and escalators (other than those wholly contained within the machinery spaces) for passengers and crew and enclosures thereto.

In this connexion, a stairway which is enclosed at only one level shall be regarded as part of the space from which it is not separated by a fire door.

(3) *Corridors*

Passenger and crew corridors.

(4) *Lifeboat and Liferaft Handling and Embarkation Stations*

Open deck spaces and enclosed promenades forming lifeboat and liferaft embarkation and lowering stations.

(5) *Open Deck Spaces*

Open deck spaces and enclosed promenades clear of lifeboat and liferaft embarkation and lowering stations.

Air space (the space outside superstructures and deckhouses).

(6) *Accommodation Spaces of Minor Fire Risk*

Cabins containing furniture and furnishings of restricted fire risk.

Public spaces containing furniture and furnishings of restricted fire risk.

Public spaces containing furniture and furnishings of restricted fire risk and having a deck area of less than 50 square metres (540 square feet).

Offices and dispensaries containing furniture and furnishings of restricted fire risk.

(7) *Accommodation Spaces of Moderate Fire Risk*

Same as (6) above but containing furniture and furnishings of other than restricted fire risk.

Public spaces containing furniture and furnishings of restricted fire risk and having a deck area of 50 square metres (540 square feet) and greater.

Isolated lockers and small store-rooms in accommodation spaces.

Sale shops.

Motion picture projection and film stowage rooms.

Diet kitchens (containing no open flame).

Cleaning gear lockers (in which inflammable liquids are not stowed).

Laboratories (in which inflammable liquids are not stowed).

Pharmacies.

Small drying rooms (having a deck area of 4 square metres (43 square feet) or less).

Specie rooms.

(8) *Accommodation Spaces of Greater Fire Risk*

Public spaces containing furniture and furnishings of other than restricted fire risk and having a deck area of 50 square metres (540 square feet) and greater.

Barber shops and beauty parlours.

(9) *Sanitary and Similar Spaces*

Communal sanitary facilities, showers, baths, water closets, etc.

Small laundry rooms.

Indoor swimming pool area.

Operating rooms.

Isolated serving pantries in accommodation spaces.

Private sanitary facilities shall be considered a portion of the space in which they are located.

(10) *Tanks, Voids and Auxiliary Machinery Spaces having little or no Fire Risk*

Water tanks forming part of the ship's structure.

VOIDS and cofferdams.

Auxiliary machinery spaces which do not contain machinery having a pressure lubrication system and where storage of combustibles is prohibited, such as:

ventilation and air-conditioning rooms; windlass room; steering gear room; stabilizer equipment room; electrical propulsion motor room; rooms containing section switchboards and purely electrical equipment other than

oil-filled electrical transformers (above 10 kVA); shaft alleys and pipe tunnels; spaces for pumps and refrigeration machinery (not handling or using inflammable liquids).  
 Closed trunks serving the spaces listed above.  
 Other closed trunks such as pipe and cable trunks.

(11) *Auxiliary Machinery Spaces, Cargo Spaces, Special Category Spaces, Cargo and other Oil Tanks and other Similar Spaces of Moderate Fire Risk*

Cargo oil tanks.  
 Cargo holds, trunkways and hatchways.  
 Refrigerated chambers.  
 Oil fuel tanks (where installed in a separate space with no machinery).  
 Shaft alleys and pipe tunnels allowing storage of combustibles.  
 Auxiliary machinery spaces as in Category (10) which contain machinery having a pressure lubrication system or where storage of combustibles is permitted.  
 Oil fuel filling stations.  
 Spaces containing oil-filled electrical transformers (above 10 kVA).  
 Spaces containing turbine and reciprocating steam engine driven auxiliary generators and small internal combustion engines of power output up to 112 kW driving emergency generators, sprinkler, drencher or fire pumps, bilge pumps, etc.  
 Special category spaces (Tables 1 and 3 only apply).  
 Closed trunks serving the spaces listed above.

(12) *Machinery Spaces and Main Galleys*

Main propelling machinery rooms (other than electric propulsion motor rooms) and boiler rooms.  
 Auxiliary machinery spaces other than those in Categories (10) and (11) which contain internal combustion machinery or other oil-burning, heating or pumping units.  
 Main galleys and annexes.  
 Trunks and casings to the spaces listed above.

(13) *Store-rooms, Workshops, Pantries, etc.*

Main pantries not annexed to galleys.  
 Main laundry.  
 Large drying rooms (having a deck area of more than 4 square metres (43 square feet)).  
 Miscellaneous stores.  
 Mail and baggage rooms.  
 Garbage rooms.  
 Workshops (not part of machinery spaces, galleys, etc.).

(14) *Other Spaces in which Inflammable Liquids are stowed*

Lamp rooms.  
 Paint rooms.  
 Store-rooms containing inflammable liquids (including dyes, medicines, etc.).  
 Laboratories (in which inflammable liquids are stowed).



- (iii) Where a single value is shown for the fire integrity of a boundary between two spaces, that value shall apply in all cases.
  - (iv) In determining the applicable fire integrity standard of a boundary between two spaces within a main vertical zone or horizontal zone which is not protected by an automatic sprinkler system complying with the provisions of Regulation 12 of this Chapter or between such zones neither of which is so protected, the higher of the two values given in the tables shall apply.
  - (v) In determining the applicable fire integrity standard of a boundary between two spaces within a main vertical zone or horizontal zone which is protected by an automatic sprinkler system complying with the provisions of Regulation 12 of this Chapter or between such zones both of which are so protected, the lesser of the two values given in the tables shall apply. In instances where a sprinklered zone and a non-sprinklered zone meet within accommodation and service spaces, the higher of the two values given in the tables shall apply to the division between the zones.
  - (vi) Where adjacent spaces are in the same numerical category and the superscript "1" appears in the tables, a bulkhead or deck between such spaces need not be fitted if deemed unnecessary by the Administration. For example, in Category (12) a bulkhead need not be required between a galley and its annexed pantries provided the pantry bulkheads and decks maintain the integrity of the galley boundaries. A bulkhead is, however, required between a galley and a machinery space even though both spaces are in Category (12).
  - (vii) Where the superscript "2" appears in the tables, the lesser insulation value may be permitted only if at least one of the adjoining spaces is protected by an automatic sprinkler system complying with the provisions of Regulation 12 of this Chapter.
  - (viii) Notwithstanding the provisions of Regulation 19 of this Chapter, there are no special requirements for material or integrity of boundaries where only a dash appears in the tables.
  - (ix) The Administration shall determine in respect of Category (5) spaces whether the insulation values in Table 1 or 2 shall apply to ends of deckhouses and superstructures, and whether the insulation values in Table 3 or 4 shall apply to weather decks. In no case shall the requirements of Category (5) of Tables 1 to 4 necessitate enclosure of spaces which in the opinion of the Administration need not be enclosed.
- (c) Continuous "B" Class ceilings or linings, in association with the relevant decks or bulkheads, may be accepted as contributing wholly or in part, to the required insulation and integrity of a division.
- (d) In approving structural fire protection details, the Administration shall have regard to the risk of heat transmission at intersections and terminal points of required thermal barriers.

TABLE 1. - BULKHEADS BOUNDING MAIN VERTICAL ZONES OR HORIZONTAL ZONES

Spaces	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Control stations	A-60	A-30	A-30	A-0	A-0	A-60	A-60	A-60	A-0	A-0	A-60	A-60	A-60	A-60
Stairways		A-0	A-0	A-0	A-0	A-15 A-0	A-30 A-0	A-60 A-15	A-0	A-0	A-30	A-60	A-15 A-0	A-60
Corridors			A-0	A-0	A-0	A-0	A-30 A-0	A-30 A-0	A-0	A-0	A-30	A-60	A-15 A-0	A-60
Lifeboat and liferaft handling and embarkation stations				—	—	A-0	A-0	A-0	A-0	A-0	A-0	A-60	A-0	A-60
Open deck spaces					—	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0
Accommodation spaces of minor fire risk						A-15 A-0	A-30 A-0	A-30 A-0	A-0	A-0	A-15 A-0	A-30	A-15 A-0	A-30
Accommodation spaces of moderate fire risk							A-30 A-0	A-60 A-15	A-0	A-0	A-30 A-0	A-60	A-30 A-0	A-60
Accommodation spaces of greater fire risk								A-60 A-15	A-0	A-0	A-60 A-15	A-60	A-30 A-0	A-60
Sanitary and similar spaces									A-0	A-0	A-0	A-0	A-0	A-0
Tanks, voids and auxiliary machinery spaces having little or no fire risk										A-0	A-0	A-0	A-0	A-0
Auxiliary machinery spaces, cargo spaces, special category spaces, cargo and other oil tanks and other similar spaces of moderate fire risk											A-0	A-60	A-0	A-60
Machinery spaces and main galleys													A-60	A-60
Store-rooms, workshops, pantries, etc.													A-30 <sup>2</sup> A-15	A-60
Other spaces in which inflammable liquids are stowed													A-0	A-30
														A-60

TABLE 2. - BULKHEADS NOT BOUNDING EITHER MAIN VERTICAL ZONES OR HORIZONTAL ZONES

Spaces	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Control stations	B-0 <sup>1</sup>	A-0	A-0	A-0	A-0 B-0	A-60	A-60	A-60	A-0	A-0	A-60	A-60	A-60	A-60
Stairways		A-0 <sup>1</sup>	A-0	A-0	A-0	A-0	A-15 A-0	A-30 A-0	A-0	A-0	A-15	A-30	A-15 A-0	A-30
Corridors			C	A-0	A-0 B-0	B-0	B-15 B-0	B-15 B-0	B-0	A-0	A-15	A-30	A-0	A-30 A-0
Lifeboat and liferaft handling and embarkation stations				—	—	A-0	A-0 B-0	A-0 B-0	A-0	A-0	A-0	A-15	A-0	A-15 A-0
Open deck space						A-0 B-0	A-0 B-0	A-0 B-0	A-0 B-0	A-0	A-0	A-0	A-0	A-0 B-0
Accommodation spaces of minor fire risk						B-0 C	B-15 C	B-15 C	B-0 C	A-0	A-15 A-0	A-30	A-0	A-30 A-0
Accommodation spaces of moderate fire risk							B-15 C	B-15 C	B-0 C	A-0	A-15 A-0	A-60	A-15	A-60 A-15
Accommodation spaces of greater fire risk							B-15 C	B-15 C	B-0 C	A-0	A-30 A-0	A-60	A-15	A-60 A-15
Sanitary and similar spaces									C	A-0	A-0	A-0	A-0	A-0
Tanks, voids and auxiliary machinery spaces having little or no fire risk										A-0 <sup>1</sup>	A-0	A-0	A-0	A-0
Auxiliary machinery spaces, cargo spaces, cargo and other oil tanks and other similar spaces of moderate fire risk											A-0 <sup>1</sup>	A-0	A-0	A-30 <sup>2</sup> A-15
Machinery spaces and main galleys												A-0	A-0	A-60
Store-rooms, workshops, pantries, etc.													A-0 <sup>1</sup>	A-0
Other spaces in which inflammable liquids are stowed														A-30 <sup>2</sup> A-15



TABLE 3. - DECKS FORMING STEPS IN MAIN VERTICAL ZONES OR BOUNDING HORIZONTAL ZONES

Space below ↴	Space above →	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Control stations	(1)	A-60	A-60	A-30	A-0	A-0	A-15	A-30	A-60	A-0	A-0	A-30	A-60	A-15	A-60
Stairways	(2)	A-15	A-0	A-0	A-0	A-0	A-0	A-15 A-0	A-15 A-0	A-0	A-0	A-0	A-60	A-0	A-60
Corridors	(3)	A-30	A-0	A-0	A-0	A-0	A-0	A-15 A-0	A-15 A-0	A-0	A-0	A-0	A-60	A-0	A-60
Lifeboat and liferaft handling and embarkation stations	(4)	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0
Open deck spaces	(5)	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0
Accommodation spaces of minor fire risk	(6)	A-60	A-30 A-0	A-15 A-0	A-0	A-0	A-0	A-15 A-0	A-30 A-0	A-0	A-0	A-15 A-0	A-15	A-0	A-15
Accommodation spaces of moderate fire risk	(7)	A-60	A-60 A-15	A-30 A-0	A-15 A-0	A-0	A-15 A-0	A-30 A-0	A-60 A-15	A-0	A-0	A-30 A-0	A-30	A-0	A-30
Accommodation spaces of greater fire risk	(8)	A-60	A-60 A-15	A-60 A-15	A-60 A-15	A-0	A-30 A-0	A-60 A-15	A-60 A-15	A-0	A-0	A-30 A-0	A-60	A-15 A-0	A-60
Sanitary and similar spaces	(9)	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0
Tanks, voids and auxiliary machinery spaces having little or no fire risk	(10)	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0
Auxiliary machinery spaces, cargo spaces, special category spaces, cargo and other oil tanks and other similar spaces of moderate fire risk	(11)	A-60	A-60	A-60	A-60	A-0	A-30 A-0	A-60 A-15	A-60 A-15	A-0	A-0	A-0	A-30	A-30 <sup>2</sup> A-0	A-30
Machinery spaces and main galleys	(12)	A-60	A-60	A-60	A-60	A-0	A-60	A-60	A-60	A-0	A-0	A-60	A-60	A-60	A-60
Store-rooms, workshops, pantries, etc.	(13)	A-60	A-60 A-15	A-30 A-0	A-15	A-0	A-15 A-0	A-30 A-0	A-60 A-15	A-0	A-0	A-0	A-30	A-0	A-30
Other spaces in which inflammable liquids are stowed	(14)	A-60	A-60	A-60	A-60	A-0	A-60	A-60	A-60	A-0	A-0	A-60	A-60	A-60	A-60

TABLE 4. - DECKS NOT FORMING STEPS IN MAIN VERTICAL ZONES NOR BOUNDING HORIZONTAL ZONES

Space below ↑	Space above →	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Control stations	(1)	A-30 A-0	A-30 A-0	A-15 A-0	A-0	A-0 B-0	A-0	A-15 A-0	A-30 A-0	A-0	A-0	A-0	A-60	A-0	A-60 A-15
Stairways	(2)	A-0	A-0	A-0	A-0	A-0 B-0	A-0	A-0	A-0	A-0	A-0	A-0	A-30	A-0	A-30 A-0
Corridors	(3)	A-15 A-0	A-0	A-0 <sup>1</sup> B-0 <sup>1</sup>	A-0	A-0 B-0	A-0 B-0	A-15 B-0	A-15 B-0	A-0 B-0	A-0	A-0	A-30	A-0	A-30 A-0
Lifeboat and liferaft handling and embarkation stations	(4)	A-0	A-0	A-0	A-0	—	A-0 B-0	A-0 B-0	A-0 B-0	A-0 B-0	A-0	A-0	A-0	A-0	A-0
Open deck spaces	(5)	A-0	A-0	A-0 B-0	A-0	—	A-0 B-0	A-0 B-0	A-0 B-0	A-0 B-0	A-0	A-0	A-0	A-0 B-0	A-0
Accommodation spaces of minor fire risk	(6)	A-60	A-15 A-0	A-0	A-0	A-0 B-0	A-0 B-0	A-0 B-0	A-0 B-0	A-0 B-0	A-0	A-0	A-15 A-0	A-0	A-15 A-0
Accommodation spaces of moderate fire risk	(7)	A-60	A-30 A-0	A-15 A-0	A-15 A-0	A-0 B-0	A-0 B-0	A-15 B-0	A-30 B-0	A-0 B-0	A-0	A-15 A-0	A-30 A-0	A-0	A-30 A-0
Accommodation spaces of greater fire risk	(8)	A-60	A-60 A-15	A-60 A-0	A-30 A-0	A-0 B-0	A-15 B-0	A-30 B-0	A-60 B-0	A-0 B-0	A-0	A-30 A-0	A-30 A-0	A-0	A-30 A-0
Sanitary spaces and similar spaces	(9)	A-0	A-0	A-0 B-0	A-0	A-0 B-0	A-0 B-0	A-0 B-0	A-0 B-0	A-0 B-0	A-0	A-0	A-0	A-0	A-0
Tanks, voids and auxiliary machinery spaces having little or no fire risk	(10)	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0	A-0 <sup>1</sup>	A-0	A-0	A-0	A-0
Auxiliary machinery spaces, cargo spaces, cargo and other oil tanks and other similar spaces of moderate fire risk	(11)	A-60	A-60 A-15	A-60 A-15	A-30 A-0	A-0	A-0	A-15 A-0	A-30 A-0	A-0	A-0	A-0 <sup>1</sup>	A-0	A-0	A-30 <sup>2</sup> A-15
Machinery spaces and main galleys	(12)	A-60	A-60	A-60	A-60	A-0	A-60	A-60	A-60	A-0	A-0	A-30	A-30 <sup>1</sup>	A-0	A-60
Store-rooms, workshops, pantries, etc.	(13)	A-60	A-30 A-0	A-15 A-0	A-15 A-0	A-0 B-0	A-15 A-0	A-30 A-0	A-30 A-0	A-0 B-0	A-0	A-0	A-0	A-0	A-15 <sup>2</sup> A-0
Other spaces in which inflammable liquids are stowed	(14)	A-60	A-60 A-30	A-60 A-30	A-60	A-0	A-30 A-0	A-60 A-15	A-60 A-15	A-0	A-0	A-30 <sup>2</sup> A-0	A-30 <sup>2</sup> A-0	A-0	A-30 <sup>2</sup> A-0

**Regulation 21***Means of Escape*

(a) In and from all passenger and crew spaces and in spaces in which the crew is normally employed, other than machinery spaces, stairways and ladders shall be arranged to provide ready means of escape to the lifeboat and liferaft embarkation deck. In particular, the following provisions shall be complied with:

- (i) Below the bulkhead deck, two means of escape, at least one of which shall be independent of watertight doors, shall be provided from each watertight compartment or similarly restricted space or group of spaces. Exceptionally, the Administration may dispense with one of the means of escape, due regard being paid to the nature and location of spaces and to the number of persons who normally might be quartered or employed there.
- (ii) Above the bulkhead deck, there shall be at least two means of escape from each main vertical zone or similarly restricted space or group of spaces at least one of which shall give access to a stairway forming a vertical escape.
- (iii) At least one of the means of escape required by sub-paragraphs (a)(i) and (ii) of this Regulation shall be by means of a readily accessible enclosed stairway, which shall provide continuous fire shelter from the level of its origin to the appropriate lifeboat and liferaft embarkation decks or the highest level served by the stairway, whichever level is the highest. However, where an Administration has granted dispensation under the provisions of sub-paragraph (a)(i) of this Regulation the sole means of escape shall provide safe escape to the satisfaction of the Administration. The width, number and continuity of the stairways shall be to the satisfaction of the Administration.
- (iv) Protection of access from the stairway enclosures to the lifeboat and liferaft embarkation areas shall be to the satisfaction of the Administration.
- (v) Lifts shall not be considered as forming one of the required means of escape.
- (vi) Stairways serving only a space and a balcony in that space shall not be considered as forming one of the required means of escape.
- (vii) If a radiotelegraph station has no direct access to the weather deck, two means of escape shall be provided from such station.
- (viii) Dead-end corridors exceeding 13 metres (43 feet) shall not be permitted.

- (b)
  - (i) In special category spaces the number and disposition of the means of escape both below and above the bulkhead deck shall be to the satisfaction of the Administration, and in general the safety of access to the embarkation deck shall be at least equivalent to that provided for under sub-paragraphs (a)(i), (ii), (iii), (iv) and (v) of this Regulation.
  - (ii) One of the escape routes from the machinery spaces where the crew is normally employed shall avoid direct access to any special category space.



(c) Two means of escape shall be provided from each machinery space. In particular, the following provisions shall be complied with:

- (i) Where the space is below the bulkhead deck the two means of escape shall consist of either:
  - (1) two sets of steel ladders as widely separated as possible, leading to doors in the upper part of the space similarly separated and from which access is provided to the appropriate lifeboat and liferaft embarkation decks. One of these ladders shall provide continuous fire shelter from the lower part of the space to a safe position outside the space; or
  - (2) one steel ladder leading to a door in the upper part of the space from which access is provided to the embarkation deck and a steel door capable of being operated from each side and which provides a safe escape route to the embarkation deck.
- (ii) Where the space is above the bulkhead deck, two means of escape shall be as widely separated as possible and the doors leading from such means of escape shall be in a position from which access is provided to the appropriate lifeboat and liferaft embarkation decks. Where such escapes require the use of ladders these shall be of steel.

Provided that in a ship of less than 1,000 tons gross tonnage, the Administration may dispense with one of the means of escape due regard being paid to the width and disposition of the upper part of the space; and in a ship of 1,000 tons gross tonnage and above, the Administration may dispense with one means of escape from any such space so long as either a door or a steel ladder provides a safe escape route to the embarkation deck due regard being paid to the nature and location of the space and whether persons are normally employed in that space.

## Regulation 22

### *Protection of Stairways and Lifts in Accommodation and Service Spaces*

(a) All stairways shall be of steel frame construction except where the Administration sanctions the use of other equivalent material, and shall be within enclosures formed of "A" Class divisions, with positive means of closure at all openings, except that:

- (i) a stairway connecting only two decks need not be enclosed, provided the integrity of the deck is maintained by proper bulkheads or doors at one between deck space. When a stairway is closed at one between deck space, the stairway enclosure shall be protected in accordance with the tables for decks in Regulation 20 of this Chapter;
- (ii) stairways may be fitted in the open in a public space, provided they lie wholly within such public space.

(b) Stairway enclosures shall have direct communication with the corridors and be of sufficient area to prevent congestion, having in view the number of persons likely to use them in an emergency. In so far as practicable, stairway enclosures shall not give direct access to cabins, service lockers, or other enclosed spaces containing combustibles in which a fire is likely to originate.

(c) Lift trunks shall be so fitted as to prevent the passage of smoke and flame from one between deck to another and shall be provided with means of closing so as to permit the control of draught and smoke.

### Regulation 23

#### *Openings in "A" Class Divisions*

(a) Where "A" Class divisions are pierced for the passage of electric cables, pipes, trunks, ducts, etc., for girders, beams or other structures, arrangements shall be made to ensure that the fire resistance is not impaired, subject to the provisions of paragraph (g) of this Regulation.

(b) Where of necessity, a ventilation duct passes through a main vertical zone bulkhead, a fail-safe automatic closing fire damper shall be fitted adjacent to the bulkhead. The damper shall also be capable of being manually closed from each side of the bulkhead. The operating position shall be readily accessible and be marked in red light-reflecting colour. The duct between the bulkhead and the damper shall be of steel or other equivalent material and, if necessary, to an insulating standard such as to comply with paragraph (a) of this Regulation. The damper shall be fitted on at least one side of the bulkhead with a visible indicator showing if the damper is in the open position.

(c) Except for hatches between cargo, special category, store, and baggage spaces, and between such spaces and the weather decks, all openings shall be provided with permanently attached means of closing which shall be at least as effective for resisting fires as the divisions in which they are fitted.

(d) The construction of all doors and door frames in "A" Class divisions, with the means of securing them when closed, shall provide resistance to fire as well as to the passage of smoke and flame, as far as practicable, equivalent to that of the bulkheads in which the doors are situated. Such doors and door frames shall be constructed of steel or other equivalent material. Watertight doors need not be insulated.

(e) It shall be possible for each door to be opened and closed from each side of the bulkhead by one person only.

(f) Fire doors in main vertical zone bulkheads and stairway enclosures, other than power-operated watertight doors and those which are normally locked, shall be of the self-closing type capable of closing against an inclination of  $3\frac{1}{2}$  degrees opposing closure. The speed of door closure shall, if necessary, be controlled so as to prevent undue danger to personnel. All such doors, except those that are normally closed, shall be capable of release from a control station, either simultaneously or in groups, and also individually from a position at the door. The release mechanism shall be so designed that the door will automatically close in the event of disruption of the control system; however, approved power-operated watertight doors will be considered acceptable for this purpose. Hold-back hooks, not subject to control station release, will not be permitted. When double swing doors are permitted, they shall have a latch arrangement which is automatically engaged by the operation of the door release system.

(g) Where a space is protected by an automatic sprinkler system complying with the provisions of Regulation 12 of this Chapter or fitted with a continuous "B" Class ceiling, openings in decks not forming steps in main vertical zones nor bounding horizontal zones shall be closed reasonably tight and such decks shall meet the "A" Class integrity requirements in so far as is reasonable and practicable in the opinion of the Administration.

(h) The requirements for "A" Class integrity of the outer boundaries of a ship shall not apply to glass partitions, windows and sidescuttles. Similarly, the requirements for "A" Class integrity shall not apply to exterior doors in superstructures and deckhouses.

## **Regulation 24**

### *Openings in "B" Class Divisions*

(a) Where "B" Class divisions are penetrated for the passage of electrical cables, pipes, trunks, ducts, etc., or for the fitting of ventilation terminals, lighting fixtures and similar devices, arrangements shall be made to ensure that the fire resistance is not impaired.

(b) Doors and door frames in "B" Class divisions and means of securing them shall provide a method of closure which shall have resistance to fire as far as practicable equivalent to the divisions except that ventilation openings may be permitted in the lower portion of such doors. Where such opening is in or under a door the total net area of any such opening or openings shall not exceed 0.05 square metres (78 square inches). When such opening is cut in a door it shall be fitted with a grill made of non-combustible material. Doors shall be non-combustible.

(c) The requirements for "B" Class integrity of the outer boundaries of a ship shall not apply to glass partitions, windows and sidescuttles. Similarly, the requirements for "B" Class integrity shall not apply to exterior doors in superstructures and deckhouses.

(d) Where an automatic sprinkler system complying with the provisions of Regulation 12 of this Chapter is fitted:

- (i) openings in decks not forming steps in main vertical zones nor bounding horizontal zones shall be closed reasonably tight and such decks shall meet the "B" Class integrity requirements in so far as is reasonable and practicable in the opinion of the Administration; and
- (ii) openings in corridor bulkheads of "B" Class materials shall be protected in accordance with the provisions of Regulation 19 of this Chapter.

## **Regulation 25**

### *Ventilation Systems*

(a) In general, the ventilation fans shall be so disposed that the ducts reaching the various spaces remain within the main vertical zone.



- (b) Where ventilation systems penetrate decks, precautions shall be taken, in addition to those relating to the fire integrity of the deck required by Regulation 23 of this Chapter, to reduce the likelihood of smoke and hot gases passing from one between deck space to another through the system. In addition to insulation requirements contained in this Regulation, vertical ducts shall, if necessary, be insulated as required by the appropriate tables in Regulation 20 of this Chapter.
- (c) The main inlets and outlets of all ventilation systems shall be capable of being closed from outside the space being ventilated.
- (d) Except in cargo spaces, ventilation ducts shall be constructed of the following materials:
- (i) Ducts not less than 0.075 square metres (116 square inches) in sectional area and all vertical ducts serving more than a single between deck space shall be constructed of steel or other equivalent material.
  - (ii) Ducts less than 0.075 square metres (116 square inches) in sectional area shall be constructed of non-combustible materials. Where such ducts penetrate "A" or "B" Class divisions due regard shall be given to ensuring the fire integrity of the division.
  - (iii) Short lengths of duct, not in general exceeding 0.02 square metres (31 square inches) in sectional area nor 2 metres (79 inches) in length, need not be incombustible provided that all of the following conditions are met:
    - (1) the duct is constructed of a material of restricted fire risk to the satisfaction of the Administration;
    - (2) the duct is used only at the terminal end of the ventilation system; and
    - (3) the duct is not located closer than 0.6 metres (24 inches) measured along its length to a penetration of an "A" or "B" Class division, including continuous "B" Class ceilings.
- (e) Where a stairway enclosure is ventilated, the duct or ducts (if any) shall be taken from the fan room independently of other ducts in the ventilation system and shall not serve any other space.
- (f) All power ventilation, except machinery and cargo spaces ventilation and any alternative system which may be required under paragraph (h) of this Regulation, shall be fitted with controls so grouped that all fans may be stopped from either of two separate positions which shall be situated as far apart as practicable. Controls provided for the power ventilation serving machinery spaces shall also be grouped so as to be operable from two positions, one of which shall be outside such spaces. Fans serving power ventilation systems to cargo spaces shall be capable of being stopped from a safe position outside such spaces.
- (g) Where they pass through accommodation spaces or spaces containing combustible materials, the exhaust ducts from galley ranges shall be constructed of "A" Class divisions. Each exhaust duct shall be fitted with:
- (i) a grease trap readily removable for cleaning;
  - (ii) a fire damper located in the lower end of the duct;

- (iii) arrangements, operable from within the galley, for shutting off the exhaust fan; and
  - (iv) fixed means for extinguishing a fire within the duct.
- (h) Such measures as are practicable shall be taken in respect of control stations outside machinery spaces in order to ensure that ventilation, visibility and freedom from smoke are maintained, so that in the event of fire the machinery and equipment contained therein may be supervised and continue to function effectively. Alternative and separate means of air supply shall be provided; air inlets of the two sources of supply shall be so disposed that the risk of both inlets drawing in smoke simultaneously is minimized. At the discretion of the Administration, such requirements need not apply to control stations situated on, and opening on to, an open deck, or where local closing arrangements would be equally effective.
- (i) Ducts provided for ventilation of machinery spaces of Category A shall not in general pass through accommodation, service spaces or control stations, except that the Administration may permit relaxation from this requirement, provided that:
- (i) the ducts are constructed of steel, and are insulated to "A-60" standard; or
  - (ii) the ducts are constructed of steel and are fitted with an automatic fire damper close to the boundary penetrated and are insulated to "A-60" standard from the machinery space to a point at least 5 metres (16 feet) beyond the fire damper.
- (j) Ducts provided for ventilation of accommodation, service spaces, or control stations shall not in general pass through machinery spaces of Category A, except that the Administration may permit relaxation from this requirement provided that the ducts are constructed of steel and automatic fire dampers are fitted close to the boundaries penetrated.

### **Regulation 26**

#### *Windows and Sidescuttles*

- (a) All windows and sidescuttles in bulkheads within accommodation and service spaces and control stations other than those to which the provisions of paragraph (h) of Regulation 23 and paragraph (c) of Regulation 24 of this Chapter apply, shall be constructed so as to preserve the integrity requirements of the type of bulkheads in which they are fitted.
- (b) Notwithstanding the requirements of the tables in Regulation 20 of this Chapter:
- (i) All windows and sidescuttles in bulkheads separating accommodation and service spaces and control stations from weather shall be constructed with frames of steel or other suitable material. The glass shall be retained by a metal glazing bead or angle.
  - (ii) Special attention shall be given to the fire integrity of windows facing open or enclosed lifeboat and liferaft embarkation areas and to windows situated below such areas in such a position that their

failure during a fire would impede the launching of, or embarkation into, lifeboats or liferafts.

### Regulation 27

#### *Restriction of Combustible Materials*

- (a) Except in cargo spaces, mail rooms, baggage rooms, or refrigerated compartments of service spaces, all linings, grounds, ceilings and insulations shall be of non-combustible materials. Partial bulkheads or decks used to subdivide a space for utility or artistic treatment shall also be of non-combustible material.
- (b) Vapour barriers and adhesives used in conjunction with insulation, as well as insulation of pipe fittings, for cold service systems need not be non-combustible, but they shall be kept to the minimum quantity practicable and their exposed surfaces shall have qualities of resistance to the propagation of flame to the satisfaction of the Administration.
- (c) Bulkheads, linings and ceilings in all accommodation and service spaces may have combustible veneer, provided that such veneer shall not exceed 2 millimetres ( $\frac{1}{12}$  inch) within any such spaces except corridors, stairway enclosures and control stations where it shall not exceed 1.5 millimetres ( $\frac{1}{17}$  inch).
- (d) The total volume of combustible facings, mouldings, decorations and veneers in any accommodation and service space shall not exceed a volume equivalent to 2.5 millimetres ( $\frac{1}{10}$  inch) veneer on the combined area of the walls and ceilings. In the case of ships fitted with an automatic sprinkler system complying with the provisions of Regulation 12 of this Chapter, the above volume may include some combustible material used for erection of "C" Class divisions.
- (e) All exposed surfaces in corridors or stairway enclosures and surfaces in concealed or inaccessible spaces in accommodation and service spaces and control stations shall have low flame-spread characteristics.\*
- (f) Furniture in the passages and stairway enclosures shall be kept to a minimum.
- (g) Paints, varnishes and other finishes used on exposed interior surfaces shall not be of a nature to offer an undue fire hazard in the judgment of the Administration and shall not be capable of producing excessive quantities of smoke or other toxic properties.
- (h) Primary deck coverings, if applied, within accommodation and service spaces and control stations, shall be of approved material which will not readily ignite, or give rise to toxic or explosive hazards at elevated temperatures.†

\* Reference is made to Guidelines on the Evaluation of Fire Hazard Properties of Materials, adopted by the Organization by Resolution A.166(ES.IV).

† Reference is made to Improved Provisional Guidelines on Test Procedures for Primary Deck Coverings, adopted by the Organization by Resolution A.214(VII).



- (i) Waste-paper receptacles shall be constructed of non-combustible materials and with solid sides and bottoms.

### **Regulation 28**

#### *Miscellaneous Items*

#### **Requirements Applicable to all Portions of the Ship**

(a) Pipes penetrating "A" or "B" Class divisions shall be of a material approved by the Administration having regard to the temperature such divisions are required to withstand. Pipes conveying oil or combustible liquids shall be of a material approved by the Administration having regard to the fire risk. Materials readily rendered ineffective by heat shall not be used for overboard scuppers, sanitary discharges, and other outlets which are close to the water-line and where the failure of the material in the event of fire would give rise to danger of flooding.

#### **Requirements Applicable to Accommodation and Service Spaces, Control Stations, Corridors and Stairways**

- (b)
  - (i) Air spaces enclosed behind ceilings, panelling or linings shall be suitably divided by close-fitting draught stops not more than 14 metres (46 feet) apart.
  - (ii) In the vertical direction, such spaces, including those behind linings of stairways, trunks, etc., shall be closed at each deck.
- (c) The construction of ceiling and bulkheading shall be such that it will be possible, without impairing the efficiency of the fire protection, for the fire patrols to detect any smoke originating in concealed and inaccessible places, except where in the opinion of the Administration there is no risk of fire originating in such places.

### **Regulation 29**

#### *Automatic Sprinkler and Fire Alarm and Fire Detection Systems or Automatic Fire Alarm and Fire Detection Systems*

In any ship to which this Part applies there shall be installed throughout each separate zone, whether vertical or horizontal, in all accommodation and service spaces and, where it is considered necessary by the Administration, in control stations, except spaces which afford no substantial fire risk (such as void spaces, sanitary spaces, etc.) either:

- (i) an automatic sprinkler and fire alarm and fire detection system of an approved type, complying with the provisions of Regulation 12 of this Chapter and installed and so arranged as to protect such spaces; or
- (ii) an automatic fire alarm and fire detection system of an approved type, complying with the provisions of Regulation 13 of this Chapter, and installed and so arranged as to detect the presence of fire in such spaces.

**Regulation 30***Protection of Special Category Spaces***Provisions Applicable to Special Category Spaces whether above or below the Bulkhead Deck****(a) General**

- (i) The basic principle underlying the provisions in this Regulation is that as normal main vertical zoning may not be practicable in special category spaces, equivalent protection must be obtained in such spaces on the basis of a horizontal zone concept and the provision of an efficient fixed fire-extinguishing system. Under this concept a horizontal zone for the purpose of this Regulation may include special category spaces on more than one deck provided that the overall height of the zone does not exceed 10 metres (33 feet).
- (ii) All requirements laid down in Regulations 23 and 25 of this Chapter for maintaining the integrity of vertical zones shall be applied equally to decks and bulkheads forming the boundaries separating horizontal zones from each other and from the remainder of the ship.

**(b) Structural Protection**

- (i) Boundary bulkheads of special category spaces shall be insulated as required for Category (11) spaces in Table 1 of Regulation 20 of this Chapter and the horizontal boundaries as required for Category (11) spaces in Table 3 of that Regulation.
- (ii) Indicators shall be provided on the navigating bridge which shall indicate when any fire door leading to or from the special category spaces is closed.

**(c) Fixed Fire-Extinguishing System\***

Each special category space shall be fitted with an approved fixed pressure water-spraying system for manual operation which shall protect all parts of any deck and vehicle platform, if any, in such space, provided that the Administration may permit the use of any other fixed fire-extinguishing system that has been shown by full-scale test in conditions simulating a flowing petrol fire in a special category space to be not less effective in controlling fires likely to occur in such a space.

**(d) Patrols and Detection**

- (i) An efficient patrol system shall be maintained in special category spaces. In any such space in which the patrol is not maintained by a continuous fire watch at all times during the voyage there shall be provided in that space an automatic fire detection system of an approved type.
- (ii) Manual fire alarms shall be provided as necessary throughout the special category spaces and one shall be placed close to each exit from such spaces.

\* Reference is made to Recommendation on Fixed Fire Extinguishing Systems for Special Category Spaces, adopted by the Organization by Resolution A.123(V).

(e) *Fire-Extinguishing Equipment*

There shall be provided in each special category space:

- (i) a number of hydrants with hoses and dual-purpose nozzles of an approved type so arranged that at least two jets of water each from a single length of hose not emanating from the same hydrant may reach any part of such space;
- (ii) at least three water fog applicators;
- (iii) one portable applicator unit complying with the provisions of Regulation 7(d) of this Chapter, provided that at least two such units are available in the ship for use in such spaces; and
- (iv) such number of portable fire extinguishers of an approved type as the Administration may deem sufficient.

(f) *Ventilation System*

- (i) There shall be provided an effective power ventilation system for the special category spaces sufficient to give at least 10 air changes per hour. The system for such spaces shall be entirely separated from other ventilation systems and shall be operating at all times when vehicles are in such spaces. The Administration may require an increased number of air changes when vehicles are being loaded and unloaded.
- (ii) The ventilation shall be such as to prevent air stratification and the formation of air pockets.
- (iii) Means shall be provided to indicate on the navigating bridge any loss or reduction of the required ventilating capacity.

**Additional Provisions Applicable only to Special Category Spaces above the Bulk-head Deck**

(g) *Scuppers*

In view of the serious loss of stability which could arise due to large quantities of water accumulating on the deck or decks consequent on the operation of the fixed pressure water-spraying system, scuppers shall be fitted so as to ensure that such water is rapidly discharged directly overboard.

(h) *Precautions against Ignition of Inflammable Vapours*

- (i) Equipment which may constitute a source of ignition of inflammable vapours and in particular electrical equipment and wiring, shall be installed at least 450 millimetres (18 inches) above the deck, provided that if the Administration is satisfied that the installation of such electrical equipment and wiring below this level is necessary for the safe operation of the ship, such electrical equipment and wiring shall be of a type approved for use in an explosive petrol and air mixture. Electrical equipment installed at more than 450 millimetres (18 inches) above the deck shall be of a type so enclosed and protected as to prevent the escape of sparks. The reference to a level of 450 millimetres (18 inches) above the deck shall be construed to mean each deck on which vehicles are carried and on which explosive vapours might be expected to accumulate.



- (ii) Electrical equipment and wiring, if installed in an exhaust ventilation duct, shall be of a type approved for use in explosive petrol and air mixtures and the outlet from any exhaust duct shall be sited in a safe position, having regard to other possible sources of ignition.

**Additional Provisions applicable only to Special Category Spaces below the Bulkhead Deck**

(i) *Bilge Pumping and Drainage*

In view of the serious loss of stability which could arise due to large quantities of water accumulating on the deck or tank top consequent on the operation of the fixed pressure water-spraying system, the Administration may require pumping and drainage facilities to be provided additional to the requirements of Regulation 18 of Chapter II-1 of the present Convention.

(j) *Precautions against Ignition of Inflammable Vapours*

- (i) Electrical equipment and wiring, if fitted, shall be of a type suitable for use in explosive petrol and air mixtures. Other equipment which may constitute a source of ignition of inflammable vapours shall not be permitted.
- (ii) Electrical equipment and wiring, if installed in an exhaust ventilation duct, shall be of a type approved for use in explosive petrol and air mixtures and the outlet from any exhaust duct shall be sited in a safe position, having regard to other possible sources of ignition.

**Regulation 31**

*Protection of Cargo Spaces other than Special Category Spaces  
intended for the Carriage of Motor Vehicles with Fuel  
in their Tanks for their own Propulsion*

In any cargo space (other than special category spaces) containing motor vehicles with fuel in their tanks for their own propulsion, the following provisions shall be complied with:

(a) *Fire Detection*

There shall be provided an approved fire detection and fire alarm system.

(b) *Fire-Extinguishing Arrangements*

- (i) There shall be fitted a fixed gas fire-extinguishing system which shall comply with the provisions of Regulation 8 of this Chapter, except that if a carbon dioxide system is fitted, the quantity of gas available shall be at least sufficient to give a minimum volume of free gas equal to 45 per cent of the gross volume of the largest of such cargo spaces which is capable of being sealed, and the arrangements shall be such as to ensure that the gas is introduced rapidly and effectively into the space. Any other fixed gas fire-extinguishing system or fixed high expansion froth fire-extinguishing system may be fitted provided it gives equivalent protection.
- (ii) There shall be provided for use in any such space such number of portable fire extinguishers of an approved type as the Administration may deem sufficient.

(c) *Ventilation System*

- (i) In any such cargo space there shall be provided an effective power ventilation system sufficient to give at least 10 air changes per hour. The system for such cargo spaces shall be entirely separated from other ventilation systems and shall be operating at all times when vehicles are in such spaces.
- (ii) The ventilation shall be such as to prevent air stratification and the formation of air pockets.
- (iii) Means shall be provided to indicate on the navigating bridge any loss or reduction of the required ventilating capacity.

(d) *Precautions against Ignition of Inflammable Vapours*

- (i) Electrical equipment and wiring, if fitted, shall be of a type suitable for use in explosive petrol and air mixtures. Other equipment which may constitute a source of ignition of inflammable vapours shall not be permitted.
- (ii) Electrical equipment and wiring, if installed in an exhaust ventilation duct, shall be of a type approved for use in explosive petrol and air mixtures and the outlet from any exhaust duct shall be sited in a safe position, having regard to other possible sources of ignition.

**Regulation 32**

*Maintenance of Fire Patrols, etc., and Provision for  
Fire-Extinguishing Equipment*

(a) *Fire Patrols and Detection, Alarms and Public Address Systems*

- (i) An efficient patrol system shall be maintained so that an outbreak of fire may be promptly detected. Each member of the fire patrol shall be trained to be familiar with the arrangements of the ship as well as the location and operation of any equipment he may be called upon to use.
- (ii) Manual alarms shall be fitted throughout the accommodation and service spaces to enable the fire patrol to give an alarm immediately to the navigating bridge or main fire control station.
- (iii) An approved fire alarm or fire detecting system shall be provided which will automatically indicate at one or more suitable points or stations the presence or indication of fire and its location in any cargo space which, in the opinion of the Administration, is not accessible to the patrol system, except where it is shown to the satisfaction of the Administration that the ship is engaged on voyages of such short duration that it would be unreasonable to apply this requirement.
- (iv) The ship shall at all times when at sea, or in port (except when out of service), be so manned or equipped as to ensure that any initial fire alarm is immediately received by a responsible member of the crew.
- (v) A special alarm, operated from the navigating bridge or fire control station, shall be fitted to summon the crew. This alarm may be part

of the ship's general alarm system but it shall be capable of being sounded independently of the alarm to the passenger spaces.

- (vi) A public address system or other effective means of communication shall be available throughout the accommodation and service spaces and control stations.

(b) *Fire Pumps and Fire Main System*

The ship shall be provided with fire pumps, fire main system, hydrants and hoses complying with the provisions of Regulation 5 of this Chapter and shall comply with the following requirements:

- (i) In a ship of 4,000 tons gross tonnage and upwards, there shall be provided at least three independently-driven fire pumps and, in a ship of less than 4,000 tons gross tonnage, at least two such fire pumps.
- (ii) In a ship of 1,000 tons gross tonnage and upwards, the arrangement of sea connexions, fire pumps and sources of power for operating them shall be such as to ensure that a fire in any one compartment will not put all the fire pumps out of action.
- (iii) In a ship of 1,000 tons gross tonnage and upwards, the arrangement of fire pumps, fire mains and hydrants shall be such that at least one effective jet of water as stipulated in paragraph (c) of Regulation 5 of this Chapter is immediately available from any one hydrant in an interior location. Arrangements shall also be made to ensure the continuation of the output of water by the automatic starting of a required fire pump.
- (iv) In a ship of less than 1,000 tons gross tonnage the arrangements shall be to the satisfaction of the Administration.

(c) *Fire Hydrants, Hoses and Nozzles*

- (i) The ship shall be provided with fire hoses the number and diameter of which shall be to the satisfaction of the Administration. There shall be at least one fire hose for each of the hydrants required by paragraph (d) of Regulation 5 of this Chapter and these hoses shall be used only for the purposes of extinguishing fires or testing the fire-extinguishing apparatus at fire drills and surveys.
- (ii) In accommodation and service spaces and in machinery spaces, the number and position of hydrants shall be such that the requirements of paragraph (d) of Regulation 5 of this Chapter may be complied with when all watertight doors and all doors in main vertical zone bulkheads are closed.
- (iii) The arrangements shall be such that at least two jets of water can reach any part of any cargo space when empty.
- (iv) All required hydrants in machinery spaces shall be fitted with hoses having in addition to the nozzles required in paragraph (g) of Regulation 5 of this Chapter nozzles suitable for spraying water on oil, or alternatively dual-purpose nozzles. Additionally, each



machinery space of Category A shall be provided with at least two suitable water fog applicators.\*

- (v) Water spray nozzles or dual-purpose nozzles shall be provided for at least one quarter of the number of hoses required in parts of the ship other than machinery spaces.
- (vi) For each pair of breathing apparatus there shall be provided one water fog applicator which shall be stored adjacent to such apparatus.
- (vii) Where, in any machinery space of Category A, access is provided at a low level from an adjacent shaft tunnel, two hydrants fitted with hoses with dual-purpose nozzles shall be provided external to, but near the entrance to that machinery space. Where such access is not provided from a tunnel but is provided from other space or spaces there shall be provided in one of those spaces two hydrants fitted with hoses with dual-purpose nozzles near the entrance to the machinery space of Category A. Such provision need not be made when the tunnel or adjacent spaces are not part of an escape route.

(d) *International Shore Connexion*

- (i) A ship of 1,000 tons gross tonnage and upwards shall be provided with at least one international shore connexion, complying with the provisions of paragraph (h) of Regulation 5 of this Chapter.
- (ii) Facilities shall be available enabling such a connexion to be used on either side of the ship.

(e) *Portable Fire Extinguishers in Accommodation and Service Spaces and Control Stations*

The ship shall be provided in accommodation and service spaces and control stations with such approved portable fire extinguishers as the Administration may deem to be appropriate and sufficient.

(f) *Fixed Fire-Extinguishing Arrangements in Cargo Spaces*

- (i) The cargo spaces of ships of 1,000 tons gross tonnage and upwards shall be protected by a fixed gas fire-extinguishing system complying with the provisions of Regulation 8 of this Chapter, or by a fixed high expansion froth fire-extinguishing system which gives equivalent protection.
- (ii) Where it is shown to the satisfaction of the Administration that a ship is engaged on voyages of such short duration that it would be unreasonable to apply the requirements of sub-paragraph (i) of this paragraph and also in ships of less than 1,000 tons gross tonnage, the arrangements in cargo spaces shall be to the satisfaction of the Administration.

(g) *Fire-Extinguishing Appliances in Boiler Rooms, etc.*

Spaces containing oil-fired boilers or oil fuel units shall be provided with the following arrangements:

\* A water fog applicator might consist of a metal "L"-shaped pipe, the long limb being about 2 metres (6 feet) in length capable of being fitted to a fire hose and the short limb being about 250 millimetres (10 inches) in length fitted with a fixed water fog nozzle or capable of being fitted with a water spray nozzle.

- (i) There shall be any one of the following fixed fire-extinguishing systems:
  - (1) A pressure water-spraying system complying with the provisions of Regulation 11 of this Chapter.
  - (2) A gas system complying with the provisions of Regulation 8 of this Chapter.
  - (3) A froth system complying with the provisions of Regulation 9 of this Chapter.
  - (4) A high expansion froth system complying with the provisions of Regulation 10 of this Chapter.

In each case if the engine and boiler rooms are not entirely separate, or if fuel oil can drain from the boiler room into the engine room, the combined engine and boiler rooms shall be considered as one compartment.

- (ii) There shall be in each boiler room at least one set of portable air-froth equipment complying with the provisions of paragraph (d) of Regulation 7 of this Chapter.
  - (iii) There shall be at least two approved portable extinguishers discharging froth or equivalent in each firing space in each boiler room and each space in which a part of the oil fuel installation is situated. There shall be not less than one approved froth-type extinguisher of at least 136 litres (30 gallons) capacity or equivalent in each boiler room. These extinguishers shall be provided with hoses on reels suitable for reaching any part of the boiler room.
  - (iv) In each firing space there shall be a receptacle containing sand, sawdust impregnated with soda or other approved dry material, in such quantity as may be required by the Administration. Alternatively an approved portable extinguisher may be substituted therefor.
- (h) *Fire-Extinguishing Appliances in Spaces containing Internal Combustion Type Machinery*

Spaces containing internal combustion machinery used either for main propulsion, or for other purposes when such machinery has in the aggregate a total power output of not less than 373 kW, shall be provided with the following arrangements:

- (i) There shall be one of the fire-extinguishing systems required by subparagraph (g)(i) of this Regulation.
- (ii) There shall be at least one set of portable air-froth equipment complying with the provisions of paragraph (d) of Regulation 7 of this Chapter.
- (iii) There shall be in each such space approved froth-type fire extinguishers each of at least 45 litres (10 gallons) capacity or equivalent sufficient in number to enable froth or its equivalent to be directed on to any part of the fuel and lubricating oil pressure systems, gearing and other fire hazards. In addition, there shall be provided a sufficient number of portable froth extinguishers or equivalent which shall be so located that an extinguisher is not more than 10 metres (33 feet) walking distance from any point in the space; provided that there shall be at least two such extinguishers in each such space.

(i) *Fire-Extinguishing Arrangements in Spaces containing Steam Turbines or enclosed Steam Engines*

In spaces containing steam turbines or enclosed steam engines used either for main propulsion or for other purposes when such machinery has in the aggregate a total power output of not less than 373 kW:

- (i) There shall be provided froth fire extinguishers each of at least 45 litres (10 gallons) capacity or equivalent sufficient in number to enable froth or its equivalent to be directed on to any part of the pressure lubrication system, on to any part of the casings enclosing pressure lubricated parts of the turbines, engines or associated gearing, and any other fire hazards. Provided that such extinguishers shall not be required if protection at least equivalent to this sub-paragraph is provided in such spaces by a fixed fire-extinguishing system fitted in compliance with sub-paragraph (g)(i) of this Regulation.
- (ii) There shall be provided a sufficient number of portable froth extinguishers or equivalent which shall be so located that an extinguisher is not more than 10 metres (33 feet) walking distance from any point in the space; provided that there shall be at least two such extinguishers in each such space, and such extinguishers shall not be required in addition to any provided in compliance with sub-paragraph (h)(iii) of this Regulation.

(j) *Fire-Extinguishing Appliances in other Machinery Spaces*

Where, in the opinion of the Administration, a fire hazard exists in any machinery space for which no specific provisions for fire-extinguishing appliances are prescribed in paragraphs (g), (h) and (i) of this Regulation there shall be provided in, or adjacent to, that space such number of approved portable fire extinguishers or other means of fire extinction as the Administration may deem sufficient.

(k) *Fixed Fire-Extinguishing Appliances not required by this Part*

Where a fixed fire-extinguishing system not required by this Part of this Chapter is installed, such a system shall be to the satisfaction of the Administration.

(l) *Special Requirements for Machinery Spaces*

- (i) For any machinery space of Category A to which access is provided at a low level from an adjacent shaft tunnel there shall be provided in addition to any watertight door and on the side remote from that machinery space a light steel fire-screen door which shall be operable from each side.
- (ii) An automatic fire detection and alarm system shall be fitted when the Administration considers such special precautions warranted in any machinery space in which the installation of automatic and remote control systems and equipment have been approved in lieu of continuous manning of the space.

(m) *Fireman's Outfits and Personal Equipment*

- (i) The minimum number of fireman's outfits complying with the requirements of Regulation 14 of this Chapter, and of additional sets



of personal equipment, each such set comprising the items stipulated in sub-paragraphs (a)(i), (ii) and (iii) of that Regulation, to be carried shall be as follows:

- (1) two fireman's outfits; and in addition
  - (2) for every 80 metres (262 feet) or part thereof, of the aggregate of the lengths of all passenger spaces and service spaces on the deck which carries such spaces or, if there is more than one such deck, on the deck which has the largest aggregate of such lengths, two fireman's outfits and two sets of personal equipment, each such set comprising the items stipulated in Regulation 14(a)(i), (ii) and (iii) of this Chapter.
- (ii) For each fireman's outfit which includes a self-contained breathing apparatus as provided in paragraph (b) of Regulation 14 of this Chapter, spare charges shall be carried on a scale approved by the Administration.
  - (iii) Fireman's outfits and sets of personal equipment shall be stored in widely separated positions ready for use. At least two fireman's outfits and one set of personal equipment shall be available at any one position.

### Regulation 33

#### *Arrangements for Oil Fuel, Lubricating Oil and other Inflammable Oils*

##### (a) *Oil Fuel Arrangements*

In a ship in which oil fuel is used, the arrangements for the storage, distribution and utilization of the oil fuel shall be such as to ensure the safety of the ship and persons on board and shall at least comply with the following provisions:

- (i) No oil fuel which has a flashpoint of less than 60°C (140°F) (closed cup test) as determined by an approved flashpoint apparatus shall be used as fuel, except in emergency generators, in which case the flashpoint shall be not less than 43°C (110°F).  
Provided that the Administration may permit the general use of fuel oil having a flashpoint of not less than 43°C (110°F) subject to such additional precautions as it may consider necessary and on condition that the temperature of the space in which such fuel is stored or used shall not be allowed to rise within 10°C (18°F) below the flashpoint of the fuel.
- (ii) As far as practicable, no part of the oil fuel system containing heated oil under pressure exceeding 1.8 kilogrammes per square centimetre (25 pounds per square inch) gauge shall be so concealed that defects and leakage cannot readily be observed. In way of such parts of the oil fuel system the machinery space shall be adequately illuminated.
- (iii) The ventilation of machinery spaces shall be sufficient under all normal conditions to prevent accumulation of oil vapour.
- (iv) (1) As far as practicable, oil fuel tanks shall be part of the ship's structure and shall be located outside machinery spaces of Category A. When oil fuel tanks, except double bottom tanks,

are necessarily located adjacent to machinery spaces of Category A, they shall preferably have a common boundary with the double bottom tanks, and the area of the tank boundary common with the machinery space shall be kept to a minimum. In general, the use of free-standing oil fuel tanks shall be avoided but when such tanks are employed they shall not be situated in machinery spaces of Category A.

- (2) No oil tank shall be situated where spillage or leakage therefrom can constitute a hazard by falling on heated surfaces. Precautions shall be taken to prevent any oil that may escape under pressure from any pump, filter or heater from coming into contact with heated surfaces.
- (v) Every oil fuel pipe which if damaged would allow oil to escape from a storage, settling or daily service tank situated above the double bottom shall be fitted with a cock or valve on the tank capable of being closed from a safe position outside the space concerned in the event of a fire arising in the space in which such tanks are situated. In the special case of deep tanks situated in any shaft or pipe tunnel or similar space, valves on the tanks shall be fitted but control in event of fire may be effected by means of an additional valve on the pipe or pipes outside the tunnel or similar space.
- (vi) Safe and efficient means of ascertaining the amount of oil fuel contained in any oil tank shall be provided. Sounding pipes with suitable means of closure may be permitted if their upper ends terminate in safe positions. Other means of ascertaining the amount of oil fuel contained in any oil fuel tank may be permitted if they do not require penetration below the top of the tank, and providing their failure or overfilling of the tanks will not permit release of fuel thereby.
- (vii) Provision shall be made to prevent over-pressure in any oil tank or in any part of the oil fuel system, including the filling pipes. Any relief valves and air or overflow pipes shall discharge to a position which, in the opinion of the Administration, is safe.
- (viii) Oil fuel pipes shall be of steel or other approved material, provided that restricted use of flexible pipes shall be permissible in positions where the Administration is satisfied that they are necessary. Such flexible pipes and end attachments shall be of approved fire-resisting materials of adequate strength and shall be constructed to the satisfaction of the Administration.

(b) *Lubricating Oil Arrangements*

The arrangements for the storage, distribution and utilization of oil used in pressure lubrication systems shall be such as to ensure the safety of the ships and persons on board, and such arrangements in machinery spaces of Category A and, whenever practicable, in other machinery spaces shall at least comply with the provisions of sub-paragraphs (ii), (iv)(2), (v), (vi) and (vii) of paragraph (a) of this Regulation.

(c) *Arrangements for other Inflammable Oils*

The arrangements for the storage, distribution and utilization of other inflammable oils employed under pressure in power transmission systems, control

and activating systems and heating systems shall be such as to ensure the safety of the ship and persons on board. In locations where means of ignition are present such arrangements shall at least comply with the provisions of sub-paragraphs (a)(iv)(2) and (a)(vi), and with the provisions of sub-paragraph (a)(viii) in respect of strength and construction, of this Regulation.

### Regulation 34

#### *Special Arrangements in Machinery Spaces*

- (a) The provisions of this Regulation shall apply to machinery spaces of Category A and, where the Administration considers it desirable, to other machinery spaces.
- (b) (i) The number of skylights, doors, ventilators, openings in funnels to permit exhaust ventilation and other openings to machinery spaces shall be reduced to a minimum consistent with the needs of ventilation and the proper and safe working of the ship.
- (ii) The flaps of such skylights where fitted shall be of steel. Suitable arrangements shall be made to permit the release of smoke in the event of fire, from the space to be protected.
- (iii) Such doors other than power-operated watertight doors shall be arranged so that positive closure is assured in case of fire in the space, by power-operated closing arrangements or by the provision of self-closing doors capable of closing against an inclination of  $3\frac{1}{2}$  degrees opposing closure and having a fail-safe hook-back facility, provided with a remotely operated release device.
- (c) Windows shall not be fitted in machinery space casings.
- (d) Means of control shall be provided for:
- (i) opening and closure of skylights, closure of openings in funnels which normally allow exhaust ventilation, and closure of ventilator dampers;
- (ii) permitting the release of smoke;
- (iii) closure of power-operated doors or release mechanism on doors other than power-operated watertight doors;
- (iv) stopping ventilating fans; and
- (v) stopping forced and induced draught fans, oil fuel transfer pumps, oil fuel unit pumps and other similar fuel pumps.
- (e) The controls required for ventilating fans shall comply with the provisions of paragraph (f) of Regulation 25 of this Chapter. The controls for any required fixed fire-extinguishing system and those required by sub-paragraphs (d)(i), (ii), (iii) and (v) of this Regulation and of sub-paragraph (a)(v) of Regulation 33 of this Chapter shall be situated at one control position, or grouped in as few positions as possible to the satisfaction of the Administration. Such position or positions shall be located where they will not be cut off in the event of fire in the space they serve, and shall have a safe access from the open deck.



PART C – FIRE SAFETY MEASURES FOR PASSENGER SHIPS  
CARRYING NOT MORE THAN 36 PASSENGERS

**Regulation 35**

*Structure*

- (a) The hull, superstructure, structural bulkheads, decks and deckhouses shall be constructed of steel or other equivalent material.
- (b) Where fire protection in accordance with paragraph (b) of Regulation 40 of this Chapter is employed, the superstructure may be constructed of, for example, aluminium alloy, provided that:
  - (i) for the temperature rise of the metallic cores of “A” Class divisions when exposed to the standard fire test, due regard is given to the mechanical properties of the material;
  - (ii) the Administration is satisfied that the amount of combustible materials used in the relevant part of the ship is suitably reduced; the ceilings (i.e. linings of deck heads) are non-combustible;
  - (iii) adequate provision is made to ensure that in the event of fire, arrangements for stowage, launching and embarkation into survival craft remain as effective as if the superstructure were constructed of steel;
  - (iv) crowns and casings of boiler and machinery spaces are of steel construction adequately insulated, and the openings therein, if any, are suitably arranged and protected to prevent spread of fire.

**Regulation 36**

*Main Vertical Zones*

- (a) The hull, superstructure and deckhouses shall be subdivided into main vertical zones. Steps and recesses shall be kept to a minimum, but where they are necessary, they shall be of “A” Class divisions.
- (b) As far as practicable, the bulkheads forming the boundaries of the main vertical zones above the bulkhead deck shall be in line with watertight subdivision bulkheads situated immediately below the bulkhead deck.
- (c) Such bulkheads shall extend from deck to deck and to the shell or other boundaries.
- (d) On ships designed for special purposes, such as automobile or railroad car ferries, where installation of such bulkheads would defeat the purpose for which the ship is intended, equivalent means for controlling and limiting a fire shall be substituted and specifically approved by the Administration.

**Regulation 37***Openings in "A" Class Divisions*

- (a) Where "A" Class divisions are pierced for the passage of electric cables, pipes, trunks, ducts, etc., for girders, beams or other structures, arrangements shall be made to ensure that the fire resistance is not impaired.
- (b) Where of necessity, a duct passes through a main vertical zone bulkhead, a fail-safe automatic closing fire damper shall be fitted adjacent to the bulkhead. The damper shall also be capable of being manually closed from both sides of the bulkhead. The operating position shall be readily accessible and be marked in red light-reflecting colour. The duct between the bulkhead and the damper shall be of steel or other equivalent material and, if necessary, to an insulating standard such as to comply with paragraph (a) of this Regulation. The damper shall be fitted on at least one side of the bulkhead with a visible indicator showing if the damper is in the open position.
- (c) Except for hatches between cargo, store, and baggage spaces, and between such spaces and the weather decks, all openings shall be provided with permanently attached means of closing which shall be at least as effective for resisting fires as the divisions in which they are fitted.
- (d) The construction of all doors and door frames in "A" Class divisions, with the means of securing them when closed, shall provide resistance to fire as well as to the passage of smoke and flame as far as practicable equivalent to that of the bulkheads in which the doors are situated. Watertight doors need not be insulated.
- (e) It shall be possible for each door to be opened from either side of the bulkhead by one person only.
- (f) Fire doors in main vertical zone bulkheads and stairway enclosures, other than power-operated watertight doors and those which are normally locked, shall be of the self-closing type capable of closing against an inclination of  $3\frac{1}{2}$  degrees opposing closure. All such doors, except those that are normally closed, shall be capable of release from a control station, either simultaneously or in groups, and also individually from a position at the door. The release mechanism shall be so designed that the door will automatically close in the event of disruption of the control system; however, approved power-operated watertight doors will be considered acceptable for this purpose. Hold-back hooks, not subject to control station release, will not be permitted. When double swing doors are permitted, they shall have a latch arrangement which is automatically engaged by the operation of the door release system.

**Regulation 38***Fire Integrity of "A" Class Divisions*

Where "A" Class divisions are required under this Part, the Administration, in deciding the amount of insulation to be provided, shall be guided by the provisions of Part B of this Chapter, but may accept a reduction of the amount of insulation below that stipulated by that Part.

**Regulation 39***Separation of Accommodation Spaces from Machinery, Cargo and Service Spaces*

The boundary bulkheads and decks separating accommodation spaces from machinery, cargo and service spaces shall be constructed of "A" Class divisions, and these bulkheads and decks shall have an insulation value to the satisfaction of the Administration having regard to the nature of the adjacent spaces.

**Regulation 40***Protection of Accommodation and Service Spaces*

The accommodation and service spaces shall be protected in accordance with the provisions of either paragraph (a) or (b) of this Regulation.

- (a) (i) Within the accommodation spaces, all enclosure bulkheads other than those required to be of "A" Class divisions, shall be constructed of "B" Class divisions of non-combustible materials, which may, however, be faced with combustible materials in accordance with subparagraph (iii) of this paragraph.
  - (ii) All corridor bulkheads shall extend from deck to deck. Ventilation openings may be permitted in the doors in "B" Class bulkheads, preferably in the lower portion. All other enclosure bulkheads shall extend from deck to deck vertically, and to the shell or other boundaries transversely, unless non-combustible ceilings or linings such as will ensure fire integrity are fitted, in which case the bulkheads may terminate at the ceilings or linings.
  - (iii) Except in cargo spaces, mail rooms, baggage rooms, or refrigerated compartments of service spaces, all linings, grounds, ceilings and insulations shall be of non-combustible materials. The total volume of combustible facings, mouldings, decorations and veneers in any accommodation or public space shall not exceed a volume equivalent to 2.54 millimetres (1/10 inch) veneer on the combined area of the walls and ceilings. All exposed surfaces in corridors or stairway enclosures and in concealed or inaccessible spaces shall have low flame-spread characteristics.\*
- (b) (i) All corridor bulkheads in accommodation spaces shall be of steel or be constructed of "B" Class panels.
  - (ii) A fire detecting system of an approved type shall be installed and so arranged as to detect the presence of fire in all enclosed spaces appropriated to the use or service of passengers or crew (except spaces which afford no substantial fire hazard) and automatically to

\* Reference is made to Guidelines on the Evaluation of Fire Hazard Properties of Materials, adopted by the Organization by Resolution A.166(ES.IV).



indicate at one or more points or stations where it can be most quickly observed by officers and crew, the presence or indication of fire and also its location.

#### **Regulation 41**

##### *Deck Coverings\**

Primary deck coverings within accommodation spaces, control stations, stairways and corridors shall be of approved material which will not readily ignite.

#### **Regulation 42**

##### *Protection of Stairways and Lifts in Accommodation and Service Spaces*

- (a) All stairways and means of escape in accommodation and service spaces shall be of steel or other suitable materials.
- (b) Passenger and service lift trunks, vertical trunks for light and air to passenger spaces, etc., shall be of "A" Class divisions. Doors shall be of steel or other equivalent material and when closed shall provide fire resistance at least as effective as the trunks in which they are fitted.

#### **Regulation 43**

##### *Protection of Control Stations and Store-rooms*

- (a) Control stations shall be separated from the remainder of the ship by "A" Class bulkheads and decks.
- (b) The boundary bulkheads of baggage rooms, mail rooms, store-rooms, paint and lamp lockers, galleys and similar spaces shall be of "A" Class divisions. Spaces containing highly inflammable stores shall be so situated as to minimize the danger to passengers or crew in the event of fire.

#### **Regulation 44**

##### *Windows and Sidescuttles*

- (a) All windows and sidescuttles in bulkheads separating accommodation spaces from weather shall be constructed with frames of steel or other suitable material. The glass shall be retained by a metal glazing bead.
- (b) All windows and sidescuttles in bulkheads within accommodation spaces shall be constructed so as to preserve the integrity requirements of the type of bulkhead in which they are fitted.

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\* Reference is made to Improved Provisional Guidelines on Test Procedures for Primary Deck Coverings, adopted by the Organization by Resolution A.214(VII).

**Regulation 45***Ventilation Systems*

Power ventilation of machinery spaces shall be capable of being stopped from an easily accessible position outside the machinery spaces.

**Regulation 46***Details of Construction*

- (a) Paints, varnishes and similar preparations having a nitro-cellulose or other highly inflammable base shall not be used in any part of the ship.
- (b) Pipes penetrating "A" or "B" Class divisions shall be of a material approved by the Administration having regard to the temperature such divisions are required to withstand. Pipes conveying oil or combustible liquids shall be of a material approved by the Administration having regard to the fire risk. Materials readily rendered ineffective by heat shall not be used for overboard scuppers, sanitary discharges, and other outlets which are close to the water-line and where the failure of the material in the event of fire would give rise to danger of flooding.
- (c) In spaces containing main propulsion machinery, or oil-fired boilers, or auxiliary internal combustion type machinery of total power output of 746 kW or over, the following measures shall be taken:
  - (i) skylights shall be capable of being closed from outside the space;
  - (ii) skylights containing glass panels shall be fitted with external shutters of steel or other equivalent material permanently attached;
  - (iii) any window permitted by the Administration in casings of such spaces shall be of the non-opening type, and shall be fitted with an external shutter of steel or other equivalent material permanently attached; and
  - (iv) in the windows and skylights referred to in sub-paragraphs (i), (ii) and (iii) of this paragraph, wire reinforced glass shall be used.

**Regulation 47***Fire Detection Systems and Fire-Extinguishing Equipment*

- (a) *Patrols and Detection*
  - (i) An efficient patrol system shall be maintained in all ships so that any outbreak of fire may be promptly detected. Manual fire alarms shall be fitted throughout the passenger and crew accommodation to enable the fire patrol to give an alarm immediately to the navigating bridge or fire control station.
  - (ii) An approved fire alarm or fire detecting system shall be provided which will automatically indicate at one or more suitable points or

stations the presence or indication of fire and its location in any part of the ship which, in the opinion of the Administration, is not accessible to the patrol system, except where it is shown to the satisfaction of the Administration that the ship is engaged on voyages of such short duration that it would be unreasonable to apply this requirement.

- (iii) The ship, whether new or existing, shall at all times when at sea, or in port (except when out of service), be so manned or equipped as to ensure that any initial fire alarm is immediately received by a responsible member of the crew.

(b) *Fire Pumps and Fire Main System*

The ship shall be provided with fire pumps, fire main system, hydrants and hoses complying with Regulation 5 of this Chapter and with the following requirements:

- (i) A ship of 4,000 tons gross tonnage and upwards shall be provided with at least three independently driven fire pumps and every ship of less than 4,000 tons gross tonnage with at least two such fire pumps.
- (ii) In a ship of 1,000 tons gross tonnage and upwards, the arrangement of sea connexions, pumps and sources of power for operating them shall be such as to ensure that a fire in any one compartment will not put all the fire pumps out of action.
- (iii) In a ship of less than 1,000 tons gross tonnage the arrangements shall be to the satisfaction of the Administration.

(c) *Fire Hydrants, Hoses and Nozzles*

- (i) The ship shall be provided with such number of fire hoses as the Administration may deem sufficient. There shall be at least one fire hose for each of the hydrants required by paragraph (d) of Regulation 5 of this Chapter and these hoses shall be used only for the purposes of extinguishing fires or testing the fire-extinguishing apparatus at fire drills and surveys.
- (ii) In accommodation, service and machinery spaces, the number and position of hydrants shall be such that the requirements of paragraph (d) of Regulation 5 of this Chapter may be complied with when all watertight doors and all doors in main vertical zone bulkheads are closed.
- (iii) The arrangements shall be such that at least two jets of water can reach any part of any cargo space when empty.
- (iv) All required hydrants in the machinery spaces of ships with oil-fired boilers or internal combustion type propelling machinery shall be fitted with hoses having nozzles as required in paragraph (g) of Regulation 5 of this Chapter.

(d) *International Shore Connexion*

- (i) A ship of 1,000 tons gross tonnage and upwards shall be provided with at least one international shore connexion, complying with paragraph (h) of Regulation 5 of this Chapter.
- (ii) Facilities shall be available enabling such a connexion to be used on either side of the ship.



(e) *Portable Fire Extinguishers in Accommodation and Service Spaces*

The ship shall be provided in accommodation and service spaces with such approved portable fire extinguishers as the Administration may deem to be appropriate and sufficient.

(f) *Fixed Fire-Extinguishing Arrangements in Cargo Spaces*

- (i) The cargo spaces of ships of 1,000 tons gross tonnage and upwards shall be protected by a fixed gas fire-extinguishing system complying with Regulation 8 of this Chapter.
- (ii) Where it is shown to the satisfaction of the Administration that a ship is engaged on voyages of such short duration that it would be unreasonable to apply the requirements of sub-paragraph (i) of this paragraph and also in ships of less than 1,000 tons gross tonnage, the arrangements in cargo spaces shall be to the satisfaction of the Administration.

(g) *Fire-Extinguishing Appliances in Boiler Rooms, etc.*

Where main or auxiliary oil-fired boilers are situated, or in spaces containing oil fuel units or settling tanks, a ship shall be provided with the following arrangements:

- (i) There shall be any one of the following fixed fire-extinguishing installations:
  - (1) a pressure water-spraying system complying with Regulation 11 of this Chapter;
  - (2) a gas fire-extinguishing installation complying with Regulation 8 of this Chapter;
  - (3) a fixed froth installation complying with Regulation 9 of this Chapter. (The Administration may require fixed or mobile arrangements by pressure water or froth spraying to fight fire above the floor plates.)

In each case if the engine and boiler rooms are not entirely separate, or if fuel oil can drain from the boiler room into the engine room bilges, the combined engine and boiler rooms shall be considered as one compartment.

- (ii) There shall be at least two approved portable extinguishers discharging froth or other approved medium suitable for extinguishing oil fires, in each firing space in each boiler room and each space in which a part of the oil fuel installation is situated. There shall be not less than one approved froth type extinguisher of at least 136 litres (30 gallons) capacity or equivalent in each boiler room. These extinguishers shall be provided with hoses on reels suitable for reaching any part of the boiler room and spaces containing any part of the oil fuel installations.
- (iii) In each firing space there shall be a receptacle containing sand, sawdust impregnated with soda or other approved dry material, in such quantity as may be required by the Administration. Alternatively an approved portable extinguisher may be substituted therefor.

(h) *Fire-Fighting Appliances in Spaces containing Internal Combustion Type Machinery*

Where internal combustion type engines are used, either for main propulsion or for auxiliary purposes associated with a total power output of not less than 746 kW, a ship shall be provided with the following arrangements:

- (i) there shall be one of the fixed arrangements required by sub-paragraph (g)(i) of this Regulation;
- (ii) there shall be in each engine space one approved froth-type extinguisher of not less than 45 litres (10 gallons) capacity or equivalent and also one approved portable froth-type extinguisher for each 746 kW of engine power output or part thereof; but the total number of portable extinguishers so supplied shall be not less than two and need not exceed six.

(i) *Fire-Fighting Arrangements in Spaces containing Steam Turbines and not requiring any Fixed Installation*

The Administration shall give special consideration to the fire-extinguishing arrangements to be provided in spaces containing steam turbines which are separated from boiler rooms by watertight bulkheads.

(j) *Fireman's Outfits and Personal Equipment*

- (i) The minimum number of fireman's outfits complying with the requirements of Regulation 14 of this Chapter, and of additional sets of personal equipment, each such set comprising the items stipulated in sub-paragraphs (a)(i), (ii) and (iii) of that Regulation, to be carried, shall be as follows:
  - (1) two fireman's outfits; and in addition
  - (2) for every 80 metres (262 feet) or part thereof, of the aggregate of the lengths of all passenger spaces and service spaces on the deck which carries such spaces or, if there is more than one such deck, on the deck which has the largest aggregate of such lengths, two fireman's outfits and two sets of personal equipment, each such set comprising the items stipulated in Regulation 14(a)(i), (ii) and (iii) of this Chapter.
- (ii) For each fireman's outfit which includes a self-contained breathing apparatus as provided in paragraph (b) of Regulation 14 of this Chapter, spare charges shall be carried on a scale approved by the Administration.
- (iii) Fireman's outfits and sets of personal equipment shall be stored in widely separated positions ready for use. At least two fireman's outfits and one set of personal equipment shall be available at any one position.

### Regulation 48

#### *Means of Escape*

- (a) In and from all passenger and crew spaces and spaces in which crew are normally employed, other than machinery spaces, stairways and ladderways shall

be arranged so as to provide ready means of escape to the lifeboat embarkation deck. In particular the following precautions shall be complied with:

- (i) below the bulkhead deck, two means of escape, at least one of which shall be independent of watertight doors, shall be provided for each watertight compartment or similarly restricted space or group of spaces. One of these means of escape may be dispensed with by the Administration, due regard being paid to the nature and the location of spaces concerned, and to the number of persons who normally might be quartered or employed there;
- (ii) above the bulkhead deck, there shall be at least two practical means of escape from each main vertical zone or similarly restricted space or group of spaces at least one of which shall give access to a stairway forming a vertical escape; and
- (iii) at least one of the means of escape shall be by means of a readily accessible enclosed stairway, which shall provide as far as practicable continuous fire shelter from the level of its origin to the lifeboat embarkation deck. The width, number and continuity of the stairways shall be to the satisfaction of the Administration.

(b) In machinery spaces, two means of escape, one of which may be a watertight door, shall be provided from each engine room, shaft tunnel and boiler room. In machinery spaces, where no watertight door is available, the two means of escape shall be formed by two sets of steel ladders as widely separated as possible leading to doors in the casing similarly separated and from which access is provided to the embarkation deck. In the case of ships of less than 2,000 tons gross tonnage, the Administration may dispense with this requirement, due regard being paid to the width and the disposition of the casing.

#### Regulation 49

##### *Oil Fuel used for Internal Combustion Engines*

No internal combustion engine shall be used for any fixed installation in a ship if its fuel has a flashpoint of 43°C (110°F) or less (closed cup test) as determined by an approved flashpoint apparatus.

#### Regulation 50

##### *Special Arrangements in Machinery Spaces*

(a) Means shall be provided for stopping ventilating fans serving machinery and cargo spaces and for closing all doorways, ventilators, annular spaces around funnels and other openings to such spaces. These means shall be capable of being operated from outside such spaces in case of fire.

(b) Machinery driving forced and induced draught fans, oil fuel transfer pumps, oil fuel unit pumps and other similar fuel pumps shall be fitted with remote controls situated outside the space concerned so that they may be stopped in the event of a fire arising in the space in which they are located.



(c) Every oil fuel suction pipe from a storage, settling or daily service tank situated above the double bottom shall be fitted with a cock or valve capable of being closed from outside the space concerned in the event of a fire arising in the space in which such tanks are situated. In the special case of deep tanks situated in any shaft or pipe tunnel, valves on the tanks shall be fitted but control in event of fire may be effected by means of an additional valve on the pipeline or lines outside the tunnel or tunnels.

## PART D – FIRE SAFETY MEASURES FOR CARGO SHIPS\*

### Regulation 51

#### *General Requirements for Cargo Ships of 4,000 tons Gross Tonnage and Upwards other than Tankers Covered by Part E of this Chapter*

- (a) The hull, superstructure, structural bulkheads, decks and deckhouses shall be constructed of steel, except where the Administration may sanction the use of other suitable material in special cases, having in mind the risk of fire.
- (b) In accommodation spaces, the corridor bulkheads shall be of steel or be constructed of “B” Class panels.
- (c) Deck coverings within accommodation spaces on the decks forming the crown of machinery and cargo spaces shall be of a type which will not readily ignite.†
- (d) Interior stairways below the weather deck shall be of steel or other suitable material. Crew lift trunks within accommodation shall be of steel or equivalent material.
- (e) Bulkheads of galleys, paint stores, lamp rooms, boatswain’s stores when adjacent to accommodation spaces and emergency generator rooms if any, shall be of steel or equivalent material.
- (f) In accommodation and machinery spaces, paints, varnishes and similar preparations having a nitro-cellulose or other highly inflammable base shall not be used.
- (g) Pipes conveying oil or combustible liquids shall be of a material approved by the Administration having regard to the fire risk. Materials readily rendered ineffective by heat shall not be used for overboard scuppers, sanitary discharges, and other outlets which are close to the water-line and where the failure of the material in the event of fire would give rise to danger of flooding.
- (h) Power ventilation of machinery spaces shall be capable of being stopped from an easily accessible position outside the machinery spaces.

\* Reference is made to Recommendation on Safety Measures for Periodically Unattended Machinery Spaces of Cargo Ships additional to those normally considered necessary for an Attended Machinery Space, adopted by the Organization by Resolution A.211(VII).

† Reference is made to Improved Provisional Guidelines on Test Procedures for Primary Deck Coverings, adopted by the Organization by Resolution A.214(VII).

**Regulation 52***Fire-Extinguishing Systems and Equipment***(a) Application**

Where ships have a lower gross tonnage than those quoted in this Regulation, the arrangements for the items covered in this Regulation shall be to the satisfaction of the Administration.

**(b) Fire Pumps and Fire Main System**

The ship shall be provided with fire pumps, fire main system, hydrants and hoses complying with Regulation 5 of this Chapter and with the following requirements:

- (i) A ship of 1,000 tons gross tonnage and upwards shall be provided with two independently driven power pumps.
- (ii) In a ship of 1,000 tons gross tonnage and upwards if a fire in any one compartment could put all the pumps out of action, there must be an alternative means of providing water for fire fighting. In a ship of 2,000 tons gross tonnage and upwards this alternative means shall be a fixed emergency pump independently driven. This emergency pump shall be capable of supplying two jets of water to the satisfaction of the Administration.

**(c) Fire Hydrants, Hoses and Nozzles**

- (i) In a ship of 1,000 tons gross tonnage and upwards the number of fire hoses to be provided, each complete with couplings and nozzles, shall be one for each 30 metres (100 feet) length of the ship and one spare but in no case less than five in all. This number does not include any hoses required in any engine or boiler room. The Administration may increase the number of the hoses required so as to ensure that hoses in sufficient number are available and accessible at all times, having regard to the type of the ship and the nature of the trade on which the ship is employed.
- (ii) In accommodation, service and machinery spaces, the number and position of hydrants shall be such as to comply with the requirements of paragraph (d) of Regulation 5 of this Chapter.
- (iii) In a ship the arrangements shall be such that at least two jets of water can reach any part of any cargo space when empty.
- (iv) All required hydrants in the machinery spaces of ships with oil-fired boilers or internal combustion type propelling machinery shall be fitted with hoses having nozzles as required in paragraph (g) of Regulation 5 of this Chapter.

**(d) International Shore Connexion**

- (i) A ship of 1,000 tons gross tonnage and upwards shall be provided with at least one international shore connexion, complying with paragraph (h) of Regulation 5 of this Chapter.
- (ii) Facilities shall be available enabling such a connexion to be used on either side of the ship.

(e) *Portable Fire Extinguishers in Accommodation and Service Spaces*

The ship shall be provided in accommodation and service spaces with such approved portable fire extinguishers as the Administration may deem to be appropriate and sufficient; in any case, their number shall not be less than five for ships of 1,000 tons gross tonnage and upwards.

(f) *Fixed Fire-Extinguishing Arrangements in Cargo Spaces*

- (i) Cargo spaces of ships of 2,000 tons gross tonnage and upwards shall be protected by a fixed fire-extinguishing system complying with Regulation 8 of this Chapter.
- (ii) The Administration may exempt from the requirements of subparagraph (i) of this paragraph the cargo holds of any ship (other than the tanks of a tanker):
  - (1) if they are provided with steel hatch covers and effective means of closing all ventilators and other openings leading to the holds;
  - (2) if the ship is constructed and intended solely for carrying such cargoes as ore, coal or grain; or
  - (3) where it is shown to the satisfaction of the Administration that the ship is engaged on voyages of such short duration that it would be unreasonable to apply the requirement.
- (iii) Every ship in addition to complying with the requirements of this Regulation shall, while carrying explosives of such nature or in such quantity as are not permitted to be carried in passenger ships under Regulation 7 of Chapter VII of this Convention comply with the following requirements:
  - (1) Steam shall not be used in any compartment containing explosives. For the purpose of this sub-paragraph, "compartment" means all spaces contained between two adjacent permanent bulkheads and includes the lower hold and all cargo spaces above it.
  - (2) In addition, in each compartment containing explosives and in adjacent cargo compartments, there shall be provided a smoke- or fire-detection system in each cargo space.

(g) *Fire-Extinguishing Appliances in Boiler Rooms, etc.*

Where main or auxiliary oil-fired boilers are situated, or in spaces containing oil fuel units or settling tanks, a ship of 1,000 tons gross tonnage and upwards shall be provided with the following arrangements:

- (i) There shall be any one of the following fixed fire-extinguishing installations:
  - (1) A pressure water-spraying system complying with Regulation 11 of this Chapter.
  - (2) A fire-extinguishing installation complying with Regulation 8 of this Chapter.
  - (3) A fixed froth installation complying with Regulation 9 of this Chapter. (The Administration may require fixed or mobile



arrangements by pressure water or froth spraying to fight fire above the floor plates.)

In each case if the engine and boiler rooms are not entirely separate, or if fuel oil can drain from the boiler room into the engine room bilges, the combined engine and boiler rooms shall be considered as one compartment.

- (ii) There shall be at least two approved portable extinguishers discharging froth or other approved medium suitable for extinguishing oil fires in each firing space in each boiler room and each space in which a part of the oil fuel installation is situated. In addition, there shall be at least one extinguisher of the same description with a capacity of 9 litres (2 gallons) for each burner, provided that the total capacity of the additional extinguisher or extinguishers need not exceed 45 litres (10 gallons) for any one boiler room.
  - (iii) In each firing space there shall be a receptacle containing sand, sawdust impregnated with soda, or other approved dry material in such quantity as may be required by the Administration. Alternatively an approved portable extinguisher may be substituted therefor.
- (h) *Fire-Fighting Appliances in Spaces containing Internal Combustion Type Machinery*

Where internal combustion type engines are used, either for main propulsion machinery, or for auxiliary purposes associated with a total power output of not less than 746 kW, a ship of 1,000 tons gross tonnage and upwards shall be provided with the following arrangements:

- (i) There shall be one of the fixed arrangements required by subparagraph (g)(i) of this Regulation.
  - (ii) There shall be in each engine space one approved froth-type extinguisher of not less than 45 litres (10 gallons) capacity or equivalent and also one approved portable froth extinguisher for each 746 kW of engine power output or part thereof; but the total number of portable extinguishers so supplied shall be not less than two and need not exceed six.
- (i) *Fire-Fighting Arrangements in Spaces containing Steam Turbines and not requiring any Fixed Installation*

The Administration shall give special consideration to the fire-extinguishing arrangements to be provided in spaces containing steam turbines which are separated from boiler rooms by watertight bulkheads.

(j) *Fireman's Outfits and Personal Equipment*

- (i) The ship, whether new or existing, shall carry at least two fireman's outfits complying with the requirements of Regulation 14 of this Chapter. Furthermore, Administrations may require in large ships additional sets of personal equipment and in tankers and special ships such as factory ships additional fireman's outfits.
- (ii) For each fireman's outfit which includes a self-contained breathing apparatus as provided in paragraph (b) of Regulation 14 of this

Chapter, spare charges shall be carried on a scale approved by the Administration.

- (iii) The fireman's outfits and personal equipment shall be stored so as to be easily accessible and ready for use and, where more than one fireman's outfit and set of personal equipment are carried, they shall be stored in widely separated positions.

### **Regulation 53**

#### *Means of Escape*

(a) In and from all crew and passenger spaces and spaces in which crew are normally employed, other than machinery spaces, stairways and ladders shall be arranged so as to provide ready means of escape to the lifeboat embarkation deck.

(b) In machinery spaces, two means of escape, one of which may be a watertight door, shall be provided from each engine room, shaft tunnel and boiler room. In machinery spaces, where no watertight door is available, the two means of escape shall be formed by two sets of steel ladders as widely separated as possible leading to doors in the casing similarly separated and from which access is provided to the embarkation deck. In the case of ships of less than 2,000 tons gross tonnage, the Administration may dispense with this requirement, due regard being paid to the width and the disposition of the casing.

### **Regulation 54**

#### *Special Arrangements in Machinery Spaces*

(a) Means shall be provided for stopping ventilating fans serving machinery and cargo spaces and for closing all doorways, ventilators, annular spaces around funnels and other openings to such spaces. These means shall be capable of being operated from outside such spaces in case of fire.

(b) Machinery driving forced and induced draught fans, oil fuel transfer pumps, oil fuel unit pumps and other similar fuel pumps shall be fitted with remote controls situated outside the space concerned so that they may be stopped in the event of a fire arising in the space in which they are located.

(c) Every oil fuel suction pipe from a storage, settling or daily service tank situated above the double bottom shall be fitted with a cock or valve capable of being closed from outside the space concerned in the event of a fire arising in the space in which such tanks are situated. In the special case of deep tanks situated in any shaft or pipe tunnel, valves on the tanks shall be fitted but control in event of fire may be effected by means of an additional valve on the pipeline or lines outside the tunnel or tunnels.

**PART E – FIRE SAFETY MEASURES FOR TANKERS****Regulation 55***Application*

(a) This Part shall apply to all new tankers carrying crude oil and petroleum products having a flashpoint not exceeding 60°C (140°F) (closed cup test) as determined by an approved flashpoint apparatus and whose Reid vapour pressure is below that of atmospheric pressure, and other liquid products having a similar fire hazard.

(b) In addition, all ships covered by this Part shall comply with the requirements of Regulations 52, 53 and 54 of this Chapter, except that paragraph (f) of Regulation 52 need not apply to tankers complying with Regulation 60 of this Chapter.

(c) Where cargoes other than those referred to in paragraph (a) of this Regulation which introduce additional fire hazards are intended to be carried, additional safety measures shall be required to the satisfaction of the Administration.

(d) Combination carriers shall not carry solid cargoes unless all cargo tanks are empty of oil and gas freed or unless, in each case, the Administration is satisfied with the arrangements provided.

**Regulation 56***Location and Separation of Spaces*

(a) Machinery spaces of Category A shall be positioned aft of cargo tanks and slop tanks and shall be isolated from them by a cofferdam, cargo pump room or oil fuel bunker tank; they shall also be situated aft of such cargo pump rooms and cofferdams, but not necessarily aft of the oil fuel bunker tanks. However, the lower portion of the pump room may be recessed into such spaces to accommodate pumps provided the deck head of the recess is in general not more than one-third of the moulded depth above the keel except that in the case of ships of not more than 25,000 metric tons deadweight, where it can be demonstrated that for reasons of access and satisfactory piping arrangements this is impracticable, the Administration may permit a recess in excess of such height, but not exceeding one half of the moulded depth above the keel.

(b) Accommodation spaces, main cargo control stations, control stations and service spaces shall be positioned aft of all cargo tanks, slop tanks, cargo pump rooms and cofferdams which isolate cargo or slop tanks from machinery spaces of Category A. Any common bulkhead separating a cargo pump room, including the pump room entrance, from accommodation and service spaces and control stations shall be constructed to "A-60" Class. Where deemed necessary, accommodation spaces, control stations, machinery spaces other than those of Category A and service spaces may be permitted forward of all cargo tanks, slop tanks, cargo pump rooms and cofferdams subject to an equivalent standard of safety and appropriate availability of fire-extinguishing arrangements being provided to the satisfaction of the Administration.

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(c) Where the fitting of a navigation position above the cargo tank area is shown to be necessary it shall be for navigation purposes only and it shall be separated from the cargo tank deck by means of an open space with a height of at least 2 metres. The fire protection of such navigation position shall in addition be as required for control spaces as set forth in paragraphs (a) and (b) of Regulation 57 and other provisions as applicable of this Part.

(d) Means shall be provided to keep deck spills away from the accommodation and service areas. This may be accomplished by provision of a permanent continuous coaming of a suitable height extending from side to side. Special consideration shall be given to the arrangements associated with stern loading.

(e) Exterior boundaries of superstructures and deckhouses enclosing accommodation and service spaces and including any overhanging decks which support such accommodation, shall be insulated to "A-60" Class for the whole of the portions which face cargo oil tanks and for 3 metres aft of the front boundary. In the case of the sides of these superstructures and deckhouses, such insulation shall be carried as high as is deemed necessary by the Administration.

(f) In boundaries, facing cargo tanks, of superstructures and deckhouses containing accommodation and service spaces the following provisions shall apply:

- (i) No doors shall be permitted in such boundaries, except that doors to those spaces not having access to accommodation and service spaces, such as cargo control stations, provision rooms, and store-rooms may be permitted by the Administration. Where such doors are fitted, the boundaries of the space shall be insulated to "A-60" Class. Bolted plates for removal of machinery may be fitted in such boundaries.
- (ii) Portlights in such boundaries shall be of a fixed (non-opening) type. Pilot house windows may be non-fixed (opening).
- (iii) Portlights in the first tier on the main deck shall be fitted with inside covers of steel or equivalent material.

The requirements of this paragraph, where applicable, except in the case of access to the navigating bridge spaces, shall also be applied to the boundaries of the superstructures and deckhouses for a distance of 5 metres measured longitudinally from the forward end of such structures.

### **Regulation 57**

#### *Construction*

- (a) (i) The hull, superstructure, structural bulkheads, decks and deck-houses shall be constructed of steel or other equivalent material.
- (ii) Bulkheads between cargo pump rooms, including their trunks and machinery spaces of Category A shall be "A" Class and shall have no penetrations which are less than "A-0" Class or equivalent in all respects, other than the cargo pump shaft glands and similar glanded penetrations.

- (iii) Bulkheads and decks forming divisions separating machinery spaces of Category A and cargo pump rooms, including their trunks, respectively, from the accommodation and service spaces shall be of "A-60" Class. Such bulkheads and decks and any boundaries of machinery spaces of Category A and cargo pump rooms shall not be pierced for windows or portlights.
- (iv) The requirements of sub-paragraphs (ii) and (iii) of this paragraph, however, do not preclude the installation of permanent approved gas-tight lighting enclosures for illuminating the pump rooms provided that they are of adequate strength and maintain the integrity and gas-tightness of the bulkhead as "A" Class. Further, it does not preclude the use of windows in a control room located entirely within a machinery space.
- (v) Control stations shall be separated from adjacent enclosed spaces by means of "A" Class bulkheads and decks. The insulation of these control station boundaries shall be to the satisfaction of the Administration having in mind the risk of fire in adjacent spaces.
- (vi) Casing doors in machinery spaces of Category A shall be self-closing and comply with the related provisions of sub-paragraph (b)(vii) of this Regulation.
- (vii) The surface of the insulation on interior boundaries of machinery spaces of Category A shall be impervious to oil and oil vapours.
- (viii) Primary deck coverings, if applied, shall be of approved materials which will not readily ignite.\*
- (ix) Interior stairways shall be of steel or other suitable material.
- (x) When adjacent to accommodation spaces, bulkheads of galleys, paint stores, lamp rooms and boatswain's stores shall be of steel or equivalent material.
- (xi) Paints, varnishes and other finishes used on exposed interior surfaces shall not be of a nature to offer an undue fire hazard in the judgement of the Administration and shall not be capable of producing excessive quantities of smoke or other toxic properties.
- (xii) Pipes conveying oil or combustible liquids shall be of a material approved by the Administration having regard to the fire risk. Materials readily rendered ineffective by heat shall not be used for overboard scuppers, sanitary discharges, and other outlets which are close to the water-line and where the failure of the material in the event of fire would give rise to danger of flooding.
- (xiii) Power ventilation of machinery spaces shall be capable of being stopped from an easily accessible position outside the machinery spaces.
- (xiv) Skylights to machinery spaces of Category A and cargo pump rooms shall comply with the provisions of sub-paragraph (a)(iii) of this

\* Reference is made to Improved Provisional Guidelines on Test Procedures for Primary Deck Coverings, adopted by the Organization by Resolution A.214(VII).



Regulation in respect of windows and portlights and in addition shall be so arranged as to be capable of being readily closed from outside the spaces which they serve.

(b) Within the accommodation and service spaces and control stations the following conditions shall apply:

- (i) Corridor bulkheads including doors shall be of "A" or "B" Class divisions extending from deck to deck. Where continuous "B" Class ceilings and/or linings are fitted on both sides of the bulkhead, the bulkhead may terminate at the continuous ceiling or lining. Doors of cabins and public spaces in such bulkheads may have a louvre in the lower half.
- (ii) Air spaces enclosed behind ceilings, panellings, or linings shall be divided by close fitting draught stops spaced not more than 14 metres apart.
- (iii) Ceilings, linings, bulkheads and insulation except for insulation in refrigerated compartments shall be of non-combustible material. Vapour barriers and adhesives used in conjunction with insulation, as well as insulation of pipe fittings for cold service systems need not be non-combustible, but they shall be kept to the minimum quantity practicable and their exposed surfaces shall have resistance to propagation of flame to the satisfaction of the Administration.
- (iv) The framing, including grounds and the joint pieces of bulkheads, linings, ceilings and draught stops, if fitted, shall be of non-combustible material.
- (v) All exposed surfaces in corridors and stairway enclosures and surfaces in concealed or inaccessible spaces shall have low flame-spread characteristics.\*
- (vi) Bulkheads, linings and ceilings may have combustible veneer, provided that such veneer shall not exceed 2 millimetres within any such space except corridors, stairway enclosures and control stations where it shall not exceed 1.5 millimetres.
- (vii) Stairways which penetrate only a single deck shall be protected at least at one level by "A" or "B" Class divisions and self-closing doors so as to limit the rapid spread of fire from one deck to another. Crew lift trunks shall be of "A" Class divisions. Stairways and lift trunks which penetrate more than a single deck shall be surrounded by "A" Class divisions and protected by self-closing steel doors at all levels. Self-closing doors shall not be fitted with hold-back hooks. However, hold-back arrangements fitted with remote release fittings of the fail-safe type may be utilized.

(c) Ducts provided for ventilation of machinery spaces of Category "A" shall not in general pass through accommodation and service spaces or control stations, except that the Administration may permit relaxation from this requirement provided that:

- (i) the ducts are constructed of steel and each is insulated to "A-60" Class; or

\* Reference is made to Guidelines on the Evaluation of Fire Hazard Properties of Materials, adopted by the Organization by Resolution A.166(ES.IV).



- (ii) the ducts are constructed of steel and are fitted with an automatic fire damper close to the boundary penetrated and are insulated to "A-60" Class from the machinery space of Category A to a point at least 5 metres beyond the fire damper.
- (d) Ducts provided for ventilation of accommodation and service spaces or control stations shall not in general pass through machinery spaces of Category A except that the Administration may permit relaxation from this requirement provided that ducts are constructed of steel and an automatic fire damper is fitted close to the boundaries penetrated.

### **Regulation 58**

#### *Ventilation*

- (a) The arrangement and positioning of openings in the cargo tank deck from which gas emission can occur shall be such as to minimize the possibility of gas being admitted to enclosed spaces containing a source of ignition, or collecting in the vicinity of deck machinery and equipment which may constitute an ignition hazard. In every case the height of the outlet above the deck and the discharge velocity of the gas shall be considered in conjunction with the distance of any outlet from any deckhouse opening or source of ignition.
- (b) The arrangement of ventilation inlets and outlets and other deckhouse and superstructure boundary space openings shall be such as to complement the provisions of paragraph (a) of this Regulation. Such vents especially for machinery spaces shall be situated as far aft as practicable. Due consideration in this regard should be given when the ship is equipped to load or discharge at the stern. Sources of ignition such as electrical equipment shall be so arranged as to avoid an explosion hazard.
- (c) Cargo pump rooms shall be mechanically ventilated and discharges from the exhaust fans shall be led to a safe place on the open deck. The ventilation of these rooms shall have sufficient capacity to minimize the possibility of accumulation of inflammable vapours. The number of changes of air shall be at least 20 times per hour, based upon the gross volume of the space. The air ducts shall be arranged so that all of the space is effectively ventilated. The ventilation shall be of the suction type.

### **Regulation 59**

#### *Means of Escape*

In addition to the requirements of paragraph (a) of Regulation 53 of this Chapter, consideration shall be given by the Administration to the availability of emergency means of escape for personnel from each cabin.

### **Regulation 60**

#### *Cargo Tank Protection*

- (a) For tankers of 100,000 metric tons deadweight and upwards and combination carriers of 50,000 metric tons deadweight and upwards, the protection of

the cargo tanks deck area and cargo tanks shall be achieved by a fixed deck froth system and a fixed inert gas system in accordance with the requirements of Regulations 61 and 62 of this Part except that in lieu of the above installations the Administration, after having given consideration to the ship arrangement and equipment, may accept other combinations of fixed installations if they afford protection equivalent to the above, in accordance with Regulation 5 of Chapter I of this Convention.

(b) To be considered equivalent, the system proposed in lieu of the deck froth system shall:

- (i) be capable of extinguishing spill fires and also preclude ignition of spilled oil not yet ignited; and
- (ii) be capable of combating fires in ruptured tanks.

(c) To be considered equivalent, the system proposed in lieu of the fixed inert gas system shall:

- (i) be capable of preventing dangerous accumulations of explosive mixtures in intact cargo tanks during normal service throughout the ballast voyage and necessary in-tank operations; and
- (ii) be so designed as to minimize the risk of ignition from the generation of static electricity by the system itself.

(d) In tankers of less than 100,000 metric tons deadweight and combination carriers of less than 50,000 metric tons deadweight the Administration, in applying the requirements of paragraph (f) of Regulation 52 of this Chapter, may accept a froth system, capable of discharging froth internally or externally, to the tanks. The details of such installation shall be to the satisfaction of the Administration.

### **Regulation 61**

#### *Fixed Deck Froth System*

The fixed deck froth system referred to in paragraph (a) of Regulation 60 of this Chapter shall be designed as follows:

(a) The arrangements for providing froth shall be capable of delivering froth to the entire cargo tank area as well as into any cargo tank, the deck of which has been ruptured.

(b) The system shall be capable of simple and rapid operation. The main control station for the system shall be suitably located outside of the cargo tank area, adjacent to the accommodation spaces and readily accessible and operable in the event of fire in the areas protected.

(c) The rate of supply of froth solution shall be not less than the greater of the following:

- (i) 0.6 litres per minute per square metre of the cargo deck area, where cargo deck area means the maximum breadth of the ship times the total longitudinal extent of the cargo tank spaces, or
- (ii) 6 litres per minute per square metre of the horizontal sectional area of the single tank having the largest such area.

Sufficient froth concentrate shall be supplied to ensure at least 20 minutes of froth generation when using solution rates stipulated in sub-paragraph (i) or (ii) of this paragraph, whichever is the greater. The froth expansion ratio (i.e. the ratio of the volume of froth produced to the volume of the mixture of water and froth-making concentrate supplied) shall not generally exceed 12 to 1. Where systems essentially produce low expansion froth but at an expansion ratio slightly in excess of 12 to 1, the quantity of froth solution available shall be calculated as for 12 to 1 expansion ratio systems. When medium expansion ratio froth (between 50 to 1 and 150 to 1 expansion ratio) is employed the application rate of the froth and the capacity of a monitor installation shall be to the satisfaction of the Administration.

(d) Froth from the fixed froth system shall be supplied by means of monitors and froth applicators. At least 50 per cent of the required froth rate shall be delivered from each monitor.

(e) (i) The number and position of monitors shall be such as to comply with paragraph (a) of this Regulation. The capacity of any monitor in litres per minute of froth solution shall be at least three times the deck area in square metres protected by that monitor, such area being entirely forward of the monitor.

(ii) The distance from the monitor to the farthest extremity of the protected area forward of that monitor shall not be more than 75 per cent of the monitor throw in still air conditions.

(f) A monitor and hose connexion for a froth applicator shall be situated both port and starboard at the poop front or accommodation spaces facing the cargo deck. Applicators shall be provided for flexibility of action during fire-fighting operations and to cover areas screened from the monitors.

(g) Valves shall be provided in both the froth main and the fire main immediately forward of every monitor position to isolate damaged sections of these mains.

(h) Operation of a deck froth system at its required output shall permit the simultaneous use of the minimum required number of jets of water at the required pressure from the fire main.

## **Regulation 62**

### ***Inert Gas System***

The inert gas system referred to in paragraph (a) of Regulation 60 of this Chapter shall be capable of providing on demand a gas or mixture of gases to the cargo tanks so deficient in oxygen that the atmosphere within a tank may be rendered inert, i.e. incapable of propagating flame. Such a system shall satisfy the following conditions:

(a) The need for fresh air to enter a tank during normal operations shall be eliminated, except when preparing a tank for entry by personnel.

(b) Empty tanks shall be capable of being purged with inert gas to reduce the hydrocarbon content of a tank after discharge of cargo.



- (c) The washing of tanks shall be capable of being carried out in an inert atmosphere.
- (d) During cargo discharge, the system shall be such as to ensure that the volume of gas referred to in paragraph (f) of this Regulation is available. At other times sufficient gas to ensure compliance with paragraph (g) of this Regulation shall be continuously available.
- (e) Suitable means for purging the tanks with fresh air as well as with inert gas shall be provided.
- (f) The system shall be capable of supplying inert gas at a rate of at least 125 per cent of the maximum rated capacity of the cargo pumps.
- (g) Under normal running conditions, when tanks are being filled or have been filled with inert gas, a positive pressure shall be capable of being maintained at the tank.
- (h) Exhaust gas outlets for purging shall be suitably located in the open air and shall be to the same general requirements as prescribed for ventilating outlets of tanks, referred to in paragraph (a) of Regulation 58 of this Chapter.
- (i) A scrubber shall be provided which will effectively cool the gas and remove solids and sulphur combustion products.
- (j) At least two fans (blowers) shall be provided which together shall be capable of delivering at least the amount of gas stipulated in paragraph (f) of this Regulation.
- (k) The oxygen content in the inert gas supply shall not normally exceed 5 per cent by volume.
- (l) Means shall be provided to prevent the return of hydrocarbon gases or vapours from the tanks to the machinery spaces and uptakes and prevent the development of excessive pressure or vacuum. In addition, an effective water lock shall be installed at the scrubber or on deck. Branch piping for inert gas shall be fitted with stop valves or equivalent means of control at every tank. The system shall be so designed as to minimize the risk of ignition from the generation of static electricity.
- (m) Instrumentation shall be fitted for continuously indicating and permanently recording at all times when inert gas is being supplied the pressure and oxygen content of the gas in the inert gas supply main on the discharge side of the fan. Such instrumentation should preferably be placed in the cargo control room if fitted but in any case shall be easily accessible to the officer in charge of cargo operations. Portable instruments suitable for measuring oxygen and hydrocarbon gases or vapour and the necessary tank fittings shall be provided for monitoring the tank contents.
- (n) Means for indicating the temperature and pressure of the inert gas main shall be provided.

- (o) Alarms shall be provided to indicate:
  - (i) high oxygen content of gas in the inert gas main;
  - (ii) low gas pressure in the inert gas main;
  - (iii) low pressure in the supply to the deck water seal, if such equipment is installed;
  - (iv) high temperature of gas in the inert gas main; and
  - (v) low water pressure to the scrubber

and automatic shut-downs of the system shall be arranged on predetermined limits being reached in respect of sub-paragraphs (iii), (iv) and (v) of this paragraph.

- (p) The master of any ship equipped with an inert gas system shall be provided with an instruction manual covering operational, safety and occupational health requirements relevant to the system.

### **Regulation 63**

#### *Cargo Pump Room*

Each cargo pump room shall be provided with a fixed fire-fighting system operated from a readily accessible position outside the pump room. The system shall use water-spray or another suitable medium satisfactory to the Administration.

### **Regulation 64**

#### *Hose Nozzles*

All hose water nozzles provided shall be of an approved dual purpose type (i.e. spray/jet type) incorporating a shut-off.

## **PART F – SPECIAL FIRE SAFETY MEASURES FOR EXISTING PASSENGER SHIPS**

(For the purposes of this Part of this Chapter, all references to Regulation... (1948) mean references to Regulations of Chapter II of the International Convention for the Safety of Life at Sea, 1948, and all references to Regulation... (1960) mean, unless otherwise stated, references to Regulations of Chapter II of the International Convention for the Safety of Life at Sea, 1960)

### **Regulation 65**

#### *Application*

Any passenger ship carrying more than 36 passengers shall at least comply as follows:

- (a) A ship, the keel of which was laid before 19 November 1952, shall comply with the provisions of Regulations 66 to 85 inclusive of this Part.

(b) A ship, the keel of which was laid on or after 19 November 1952 but before 26 May 1965, shall comply with the provisions of the International Convention for the Safety of Life at Sea, 1948, relating to the fire safety measures applicable in that Convention to new ships and shall also comply with the provisions of Regulations 68(b) and (c), 75, 77(b), 78, 80(b), 81(b) to (g), 84 and 85 of this Part.

(c) A ship, the keel of which was laid on or after 26 May 1965, but before the present Convention comes into force, shall, unless it complies with Parts A and B of this Chapter, comply with the provisions of the International Convention for the Safety of Life at Sea, 1960 relating to the fire safety measures applicable in that Convention to new ships and shall also comply with Regulations 68(b) and (c), 80(b), 81(b), (c) and (d) and 85 of this Part.

### **Regulation 66**

#### *Structure*

The structural components shall be of steel or other suitable material in compliance with Regulation 27 (1948), except that isolated deckhouses containing no accommodation and decks exposed to the weather may be of wood if structural fire protection measures are taken to the satisfaction of the Administration.

### **Regulation 67**

#### *Main Vertical Zones*

The ship shall be subdivided by "A" Class divisions into main vertical zones in compliance with Regulation 28 (1948). Such divisions shall have as far as practicable adequate insulating value, taking into account the nature of the adjacent spaces as provided for in Regulation 26(c)(iv) (1948).

### **Regulation 68**

#### *Openings in Main Vertical Zone Bulkheads*

- (a) The ship shall comply substantially with Regulation 29 (1948).
- (b) Fire doors shall be of steel or equivalent material with or without non-combustible insulation.
- (c) In the case of ventilation trunks and ducts having a cross-sectional area of 0.02 square metres (31 square inches) or more which pass through main zone divisions, the following additional provisions shall apply:
  - (i) for trunks and ducts having cross-sectional areas between 0.02 square metres (31 square inches) and 0.075 square metres (116 square inches) inclusive, fire dampers shall be of a fail-safe automatic closing type, or such trunks and ducts shall be insulated for at least 457 millimetres (18 inches) on each side of the division to meet the applicable bulkhead requirements;



- (ii) for trunks and ducts having a cross-sectional area exceeding 0.075 square metres (116 square inches), fire dampers shall be of a fail-safe automatic closing type.

#### Regulation 69

##### *Separation of Accommodation Spaces from Machinery, Cargo and Service Spaces*

The ship shall comply with Regulation 31 (1948).

#### Regulation 70

##### *Application relative to Methods I, II and III*

Each accommodation space and service space in a ship shall comply with all the provisions stipulated in one of the paragraphs (a), (b), (c) or (d) of this Regulation:

- (a) When a ship is being considered for acceptance in the context of Method I, a network of non-combustible "B" Class bulkheads shall be provided in substantial compliance with Regulation 30(a) (1948) together with maximum use of non-combustible materials in compliance with Regulation 39(a) (1948).
- (b) When a ship is being considered for acceptance in the context of Method II:
  - (i) an automatic sprinkler and fire alarm system shall be provided which shall be in substantial compliance with Regulations 42 and 48 (1948), and
  - (ii) the use of combustible materials of all kinds shall be reduced as far as is reasonable and practicable.
- (c) When a ship is being considered for acceptance in the context of Method III, a network of fire-retarding bulkheads shall be fitted from deck to deck in substantial compliance with Regulation 30(b) (1948), together with an automatic fire detection system in substantial compliance with Regulation 43 (1948). The use of combustible and highly inflammable materials shall be restricted as prescribed in Regulations 39(b) and 40(g) (1948). Departure from the requirements of Regulations 39(b) and 40(g) (1948) may be permitted if a fire patrol is provided at intervals not exceeding 20 minutes.
- (d) When a ship is being considered for acceptance in the context of Method III:
  - (i) additional "A" Class divisions shall be provided within the accommodation spaces in order to reduce in these spaces the mean length of the main vertical zones to about 20 metres (65.5 feet); and
  - (ii) an automatic fire detection system shall be provided in substantial compliance with Regulation 43 (1948); and
  - (iii) all exposed surfaces, and their coatings, of corridor and cabin bulkheads in accommodation spaces shall be of limited flame-spreading power; and

- (iv) the use of combustible materials shall be restricted as prescribed in Regulation 39(b) (1948). Departure from the requirements of Regulation 39(b) (1948) may be permitted if a fire patrol is provided at intervals not exceeding 20 minutes; and
- (v) additional non-combustible "B" Class divisions shall be fitted from deck to deck forming a network of fire-retarding bulkheads within which the area of any compartment, except public spaces, will in general not exceed 300 square metres (3,200 square feet).

#### **Regulation 71**

##### *Protection of Vertical Stairways*

The stairways shall comply with Regulation 33 (1948) except that, in cases of exceptional difficulty, the Administration may permit the use of non-combustible "B" Class divisions and doors instead of "A" Class divisions and doors for stairway enclosures. Moreover, the Administration may permit exceptionally the retention of a wooden stairway subject to its being sprinkler-protected and satisfactorily enclosed.

#### **Regulation 72**

##### *Protection of Lifts (Passenger and Service), Vertical Trunks for Light and Air, etc.*

The ship shall comply with Regulation 34 (1948).

#### **Regulation 73**

##### *Protection of Control Stations*

The ship shall comply with Regulation 35 (1948), except however that in cases where the disposition or construction of control stations is such as to preclude full compliance, e.g. timber construction of wheelhouse, the Administration may permit the use of free-standing non-combustible "B" Class divisions to protect the boundaries of such control stations. In such cases, where spaces immediately below such control stations constitute a significant fire hazard, the deck between shall be fully insulated as an "A" Class division.

#### **Regulation 74**

##### *Protection of Store-rooms, etc.*

The ship shall comply with Regulation 36 (1948).

#### **Regulation 75**

##### *Windows and Sidescuttles*

Skylights of engine and boiler spaces shall be capable of being closed from outside such spaces.

**Regulation 76***Ventilation Systems*

(a) All power ventilation, except cargo and machinery space ventilation, shall be fitted with master controls so located outside the machinery space and in readily accessible positions, that it shall not be necessary to go to more than three stations in order to stop all the ventilation fans to spaces other than machinery and cargo spaces. Machinery space ventilation shall be provided with a master control operable from a position outside the machinery space.

(b) Efficient insulation shall be provided for exhaust ducts from galley ranges where the ducts pass through accommodation spaces.

**Regulation 77***Miscellaneous Items*

(a) The ship shall comply with Regulation 40(a), (b) and (f) (1948), except that in Regulation 40(a)(i) (1948), 20 metres (65.5 feet) may be substituted for 13.73 metres (45 feet).

(b) Fuel pumps shall be fitted with remote controls situated outside the space concerned so that they may be stopped in the event of a fire arising in the space in which they are located.

**Regulation 78***Cinematograph Film*

Cellulose-nitrate-based film shall not be used in cinematograph installations on board ship.

**Regulation 79***Plans*

Plans shall be provided in compliance with Regulation 44 (1948).

**Regulation 80***Pumps, Fire Main Systems, Hydrants and Hoses*

(a) The provisions of Regulation 45 (1948) shall be complied with.

(b) Water from the fire main shall, as far as practicable, be immediately available, such as by maintenance of pressure or by remote control of fire pumps, which control shall be easily operable and readily accessible.



**Regulation 81***Fire Detection and Extinction Requirements***General**

(a) The requirements of Regulation 50(a) to (o) (1948) inclusive shall be complied with, subject to further provisions of this Regulation.

**Patrols, Detection and Communication System**

(b) Each member of any fire patrol required by this Part shall be trained to be familiar with the arrangements of the ship as well as the location and operation of any equipment he may be called upon to use.

(c) A special alarm to summon the crew shall be fitted which may be part of the ship's general alarm system.

(d) A public address system or other effective means of communication shall also be available throughout the accommodation, public and service spaces.

**Machinery and Boiler Spaces**

(e) The number, type and distribution of fire extinguishers shall comply with paragraphs (g)(ii), (g)(iii) and (h)(ii) of Regulation 64 (1960).

**International Shore Connexion**

(f) The provisions of Regulation 64(d) (1960) shall be complied with.

**Fireman's Outfits**

(g) The provisions of Regulation 64(j) (1960) shall be complied with.

**Regulation 82***Ready Availability of Fire-Fighting Appliances*

The provisions of Regulation 66 (1960) shall be complied with.

**Regulation 83***Means of Escape*

The provisions of Regulation 54 (1948) shall be complied with.

**Regulation 84***Emergency Source of Electrical Power*

The provisions of Regulation 22(a), (b) and (c) (1948) shall be complied with except that the location of the emergency source of electrical power shall be in accordance with the requirements of Regulation 25(a) (1960).

**Regulation 85***Practice Musters and Drills*

At the fire drills mentioned in Regulation 26 of Chapter III of the International Convention for the Safety of Life at Sea, 1960 each member of the crew shall be required to demonstrate his familiarity with the arrangements and facilities of the ship, his duties, and any equipment he may be called upon to use. Masters shall be required to familiarize and instruct the crews in this regard.

### CHAPTER III

#### LIFE-SAVING APPLIANCES, ETC.

##### Regulation 1

##### *Application*

(a) This Chapter, except where it is otherwise expressly provided, applies as follows to new ships engaged on international voyages:

Part A – Passenger ships and cargo ships.

Part B – Passenger ships.

Part C – Cargo ships.

(b) In the case of existing ships engaged on international voyages, the keels of which were laid or which were at a similar stage of construction on or after the date of coming into force of the International Convention for the Safety of Life at Sea, 1960, the requirements of Chapter III of that Convention applicable to new ships as defined in that Convention shall apply.

(c) In the case of existing ships engaged on international voyages, the keels of which were laid or which were at a similar stage of construction before the date of coming into force of the International Convention for the Safety of Life at Sea, 1960, and which do not already comply with the provisions of Chapter III of that Convention relating to new ships, the arrangements in each ship shall be considered by the Administration with a view to securing, so far as this is practicable and reasonable, and as early as possible, substantial compliance with the requirements of Chapter III of that Convention. The proviso to sub-paragraph (b)(i) of Regulation 27 of this Chapter may, however, be applied to existing ships referred to in this paragraph only if:

- (i) the provisions of Regulations 4, 8, 14, 18 and 19 and paragraphs (a) and (b) of Regulation 27 of this Chapter are complied with;
- (ii) the liferafts carried in accordance with the provisions of paragraph (b) of Regulation 27 comply with the requirements of either Regulation 15 or Regulation 16, and of Regulation 17 of this Chapter; and
- (iii) the total number of persons on board shall not be increased as the result of the provision of liferafts unless the ship fully complies with the provisions of:
  - (1) Part B of Chapter II-1;
  - (2) sub-paragraphs (a)(iii) and (iv) of Regulation 21 or sub-paragraph (a)(iii) of Regulation 48 of Chapter II-2, as applicable; and
  - (3) paragraphs (a), (b), (e) and (f) of Regulation 29 of this Chapter.



**PART A – GENERAL**

(Part A applies to both passenger ships and cargo ships)

**Regulation 2***Definitions*

For the purpose of this Chapter:

- (a) “Short international voyage” means an international voyage in the course of which a ship is not more than 200 miles from a port or place in which the passengers and crew could be placed in safety, and which does not exceed 600 miles in length between the last port of call in the country in which the voyage begins and the final port of destination.
- (b) “Liferaft” means a liferaft complying with either Regulation 15 or Regulation 16 of this Chapter.
- (c) “Approved launching device” means a device approved by the Administration, capable of launching from the embarkation position a liferaft fully loaded with the number of persons it is permitted to carry and with its equipment.
- (d) “Certificated lifeboatman” means any member of the crew who holds a certificate of efficiency issued under the provisions of Regulation 32 of this Chapter.
- (e) “Buoyant apparatus” means flotation equipment (other than lifeboats, liferafts, lifebuoys and life-jackets) designed to support a specified number of persons who are in the water and of such construction that it retains its shape and properties.

**Regulation 3***Exemptions*

- (a) The Administration, if it considers that the sheltered nature and conditions of the voyage are such as to render the application of the full requirements of this Chapter unreasonable or unnecessary, may to that extent exempt from the requirements of this Chapter individual ships or classes of ships which, in the course of their voyage, do not go more than 20 miles from the nearest land.
- (b) In the case of passenger ships which are employed in special trades for the carriage of large numbers of special trade passengers, such as the pilgrim trade, the Administration, if satisfied that it is impracticable to enforce compliance with the requirements of this Chapter, may exempt such ships, when they belong to its country, from those requirements, provided that they comply fully with the provisions of:
  - (i) the Rules annexed to the Special Trade Passenger Ships Agreement, 1971; and
  - (ii) the Rules annexed to the Protocol on Space Requirements for Special Trade Passenger Ships, 1973, when it enters into force.

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**Regulation 4***Ready Availability of Lifeboats, Liferafts and Buoyant Apparatus*

- (a) The general principle governing the provision of lifeboats, liferafts and buoyant apparatus in a ship to which this Chapter applies is that they shall be readily available in case of emergency.
- (b) To be readily available, the lifeboats, liferafts and buoyant apparatus shall comply with the following conditions:
- (i) they shall be capable of being put into the water safely and rapidly even under unfavourable conditions of trim and of 15 degree of list;
  - (ii) it shall be possible to effect embarkation into the lifeboats and liferafts rapidly and in good order;
  - (iii) the arrangement of each lifeboat, liferaft and article of buoyant apparatus shall be such that it will not interfere with the operation of other boats, liferafts and buoyant apparatus.
- (c) All the life-saving appliances shall be kept in working order and available for immediate use before the ship leaves port and at all times during the voyage.

**Regulation 5***Construction of Lifeboats*

- (a) All lifeboats shall be properly constructed and shall be of such form and proportions that they shall have ample stability in a seaway, and sufficient freeboard when loaded with their full complement of persons and equipment. All lifeboats shall be capable of maintaining positive stability when open to the sea and loaded with their full complement of persons and equipment.
- (b) (i) All lifeboats shall have rigid sides and internal buoyancy only. The Administration may approve lifeboats with a rigid shelter, provided that it may be readily opened from both inside and outside, and does not impede rapid embarkation and disembarkation or the launching and handling of the lifeboat.
- (ii) Motor lifeboats may be fitted to the satisfaction of the Administration with a means for preventing the entry of water at the fore end.
- (iii) All lifeboats shall be not less than 7.3 metres (24 feet) in length except where owing to the size of the ship, or for other reasons, the Administration considers the carriage of such lifeboats unreasonable or impracticable. In no ship shall the lifeboats be less than 4.9 metres (16 feet) in length.
- (c) No lifeboat may be approved the weight of which when fully laden with persons and equipment exceeds 20,300 kilogrammes (20 tons) or which has a carrying capacity calculated in accordance with Regulation 7 of this Chapter of more than 150 persons.

(d) All lifeboats permitted to carry more than 60 persons but not more than 100 persons shall be either motor lifeboats complying with the requirements of Regulation 9 of this Chapter or be lifeboats fitted with an approved means of mechanical propulsion complying with Regulation 10 of this Chapter. All lifeboats permitted to carry more than 100 persons shall be motor lifeboats complying with the requirements of Regulation 9 of this Chapter.

(e) All lifeboats shall be of sufficient strength to enable them to be safely lowered into the water when loaded with their full complement of persons and equipment. All lifeboats shall be of such strength that they will not suffer residual deflection if subjected to an overload of 25 per cent.

(f) All lifeboats shall have a mean sheer at least equal to 4 per cent of their length. The sheer shall be approximately parabolic in form.

(g) In lifeboats permitted to carry 100 or more persons the volume of the buoyancy shall be increased to the satisfaction of the Administration.

(h) All lifeboats shall have inherent buoyancy, or shall be fitted with watertight air cases or other equivalent non-corrodible buoyant material which shall not be adversely affected by oil or oil products, sufficient to float the boat and its equipment when the boat is flooded and open to the sea. An additional volume of watertight air cases or other equivalent non-corrodible buoyant material, which shall not be adversely affected by oil or oil products, equal to at least one-tenth of the cubic capacity of the boat shall also be provided. The Administration may permit the watertight air cases to be filled with a non-corrodible buoyant material which shall not be adversely affected by oil or oil products.

(i) All thwarts and side-seats shall be fitted as low in the lifeboat as practicable.

(j) The block coefficient of the cubic capacity as determined in accordance with Regulation 6 of this Chapter of all lifeboats, except wooden lifeboats made of planks, shall be not less than 0.64 provided that any such lifeboat may have a block coefficient of less than 0.64 if the Administration is satisfied with the sufficiency of the metacentric height and freeboard when the lifeboat is loaded with its full complement of persons and equipment.

### **Regulation 6**

#### *Cubic Capacity of Lifeboats*

(a) The cubic capacity of a lifeboat shall be determined by Simpson's (Stirling's) Rule or by any other method giving the same degree of accuracy. The capacity of a square-sterned lifeboat shall be calculated as if the lifeboat had a pointed stern.

(b) For example, the capacity in cubic metres (or cubic feet) of a lifeboat, calculated by the aid of Simpson's Rule, may be considered as given by the following formula:

$$\text{Capacity} = \frac{L}{12} (4A + 2B + 4C)$$

L being the length of the lifeboat in metres (or feet) from the inside of the planking or plating at the stem to the corresponding point at the stern post: in the



case of a lifeboat with a square stern, the length is measured to the inside of the transom.

A, B, C denote respectively the areas of the cross-sections at the quarter-length forward, amidships, and the quarter-length aft, which correspond to the three points obtained by dividing L into four equal parts. (The areas corresponding to the two ends of the lifeboat are considered negligible.)

The areas A, B, C shall be deemed to be given in square metres (or square feet) by the successive application of the following formula to each of the three cross-sections:

$$\text{Area} = \frac{h}{12} (a + 4b + 2c + 4d + e)$$

h being the depth measured in metres (or in feet) inside the planking or plating from the keel to the level of the gunwale, or, in certain cases, to a lower level as determined hereafter.

a, b, c, d, e denote the horizontal breadths of the lifeboat measured in metres (or in feet) at the upper and lower points of the depth and at the three points obtained by dividing h into four equal parts (a and e being the breadths at the extreme point, and c at the middle point of h).

(c) If the sheer of the gunwale, measure at the two points situated at a quarter of the length of the lifeboat from the ends, exceeds 1 per cent of the length of the lifeboat the depth employed in calculating the area of the cross-sections A or C shall be deemed to be the depth amidships plus 1 per cent of the length of the lifeboat.

(d) If the depth of the lifeboat amidships exceeds 45 per cent of the breadth, the depth employed in calculating the area of the amidship cross-section B shall be deemed to be equal to 45 per cent of the breadth, and the depth employed in calculating the areas of the quarter-length sections A and C is obtained by increasing this last figure by an amount equal to 1 per cent of the length of the lifeboat, provided that in no case shall the depths employed in the calculation exceed the actual depths at these points.

(e) If the depth of the lifeboat is greater than 1.22 metres (4 feet) the number of persons given by the application of this Rule shall be reduced in proportion to the ratio of 1.22 metres (4 feet) to the actual depth, until the lifeboat has been satisfactorily tested afloat with that number of persons on board, all wearing life-jackets.

(f) The Administration shall impose, by suitable formulae, a limit for the number of persons allowed in lifeboats with very fine ends and in lifeboats very full in form.

(g) The Administration may assign to a lifeboat constructed of wooden planks capacity equal to the product of the length, the breadth and the depth multiplied by 0.6 if it is evident that this formula does not give a greater capacity than that obtained by the above method. The dimensions shall then be measured in the following manner:

Length – From the intersection of the outside of the planking with the stem to the corresponding point at the stern post or, in the case of a square-sterned boat, to the after side of the transom.

Breadth – From the outside of the planking at the point where the breadth of the boat is greatest.

Depth – Amidships inside the planking from the keel to the level of the gunwale, but the depth used in calculating the cubic capacity may not in any case exceed 45 per cent of the breadth.

In all cases the shipowner has the right to require that the cubic capacity of the lifeboat shall be determined by exact measurement.

(h) The cubic capacity of a motor lifeboat or a lifeboat fitted with other propelling gear shall be obtained from the gross capacity by deducting a volume equal to that occupied by the motor and its accessories or the gearbox of the other propelling gear, and, when carried, the radiotelegraph installation and searchlight with their accessories.

### Regulation 7

#### *Carrying Capacity of Lifeboats*

The number of persons which a lifeboat shall be permitted to accommodate shall be equal to the greatest whole number obtained by dividing the capacity in cubic metres by:

In the case of a lifeboat of 7.3 metres  
(24 feet) in length or over

0.283 (or where the capacity is  
measured in cubic feet 10);

in the case of lifeboats of 4.9 metres  
(16 feet) in length

0.396 (or where the capacity is  
measured in cubic feet 14); and

in the case of lifeboats of 4.9 metres  
(16 feet) in length or over but under  
7.3 metres (24 feet)

a number between 0.396 and 0.283  
(or where the capacity is  
measured in cubic feet between  
14 and 10), to be obtained by  
interpolation;

provided that the number shall in no case exceed the number of adult persons wearing life-jackets which can be seated without in any way interfering with the use of oars or the operation of other propulsion equipment.

### Regulation 8

#### *Number of Motor Lifeboats to be carried*

(a) In every passenger ship there shall be carried on each side of the ship at least one motor lifeboat complying with the requirements of Regulation 9 of this Chapter.

Provided that in passenger ships in which the total number of persons which the ship is certified to carry, together with the crew, does not exceed 30, only one such motor lifeboat shall be required.

(b) In every cargo ship of 1,600 tons gross tonnage and upwards, except tankers, ships employed as whale factory ships, ships employed as fish

processing or canning factory ships, and ships engaged in the carriage of persons in the whaling, fish processing or canning industries, there shall be carried at least one motor lifeboat complying with the requirements of Regulation 9 of this Chapter.

(c) In every tanker of 1,600 tons gross tonnage and upwards, in every ship employed as a whale factory ship, in every ship employed as a fish processing or canning factory ship and in every ship engaged in the carriage of persons employed in the whaling, fish processing or canning industries, there shall be carried on each side at least one motor lifeboat complying with the requirements of Regulation 9 of this Chapter.

### Regulation 9

#### *Specification of Motor Lifeboats*

- (a) A motor lifeboat shall comply with the following conditions:
- (i) It shall be fitted with a compression ignition engine and kept so as to be at all times ready for use; it shall be capable of being readily started in all conditions; sufficient fuel for 24 hours continuous operation at the speed specified in sub-paragraph (iii) of this paragraph shall be provided.
  - (ii) The engine and its accessories shall be suitably enclosed to ensure operation under adverse weather conditions, and the engine casing shall be fire-resisting. Provision shall be made for going astern.
  - (iii) The speed ahead in smooth water when loaded with its full complement of persons and equipment shall be:
    - (1) In the case of motor lifeboats required by Regulation 8 of this Chapter to be carried in passenger ships, tankers, ships employed as whale factory ships, ships employed as fish processing or canning factory ships and ships engaged in the carriage of persons employed in the whaling, fish processing or canning industries, at least six knots.
    - (2) In the case of any other motor lifeboat, at least four knots.
- (b) The volume of the internal buoyancy appliances of a motor lifeboat shall be increased above that required by Regulation 5 of this Chapter by the amount, if any, by which the volume of the internal buoyancy appliances required to support the engine and its accessories, and, if fitted, the searchlight and radio-telegraph installation and their accessories, exceeds the volume of the internal buoyancy appliances required, at the rate of 0.0283 cubic metres (one cubic foot) per person, to support the additional persons which the lifeboat could accommodate if the motor and its accessories, and, if fitted, the searchlight and radio-telegraph installation and their accessories, were removed.

### Regulation 10

#### *Specification of Mechanically Propelled Lifeboats other than Motor Lifeboats*

A mechanically propelled lifeboat, other than a motor lifeboat, shall comply with the following conditions:



(a) The propelling gear shall be of an approved type and shall have sufficient power to enable the lifeboat to be readily cleared from the ship's side when launched and to be able to hold course under adverse weather conditions. If the gear is manually operated it shall be capable of being worked by persons untrained in its use and shall be capable of being operated when the lifeboat is flooded.

(b) A device shall be fitted by means of which the helmsman can cause the lifeboat to go astern at any time when the propelling gear is in operation.

(c) The volume of the internal buoyancy of a mechanically propelled lifeboat, other than a motor lifeboat, shall be increased to compensate for the weight of the propelling gear.

### **Regulation 11**

#### *Equipment of Lifeboats*

(a) The normal equipment of every lifeboat shall consist of:

- (i) a single banked complement of buoyant oars, two spare buoyant oars, and a buoyant steering oar; one set and a half of thole pins or crutches, attached to the lifeboat by lanyard or chain; a boat hook;
- (ii) two plugs for each plug hole (plugs are not required when proper automatic valves are fitted) attached to the lifeboat by lanyards or chains; a baler, and two buckets of approved material;
- (iii) a rudder attached to the lifeboat and a tiller;
- (iv) two hatchets, one at each end of the lifeboat;
- (v) a lamp, with oil sufficient for 12 hours; two boxes of suitable matches in a watertight container;
- (vi) a mast or masts, with galvanized wire stays together with sails (coloured orange);
- (vii) an efficient compass in binnacle, to be luminised or fitted with suitable means of illumination;
- (viii) a lifeline becketed round the outside of the lifeboat;
- (ix) a sea-anchor of approved size;
- (x) two painters of sufficient length. One shall be secured to the forward end of the lifeboat with strop and toggle so that it can be released, and the other shall be firmly secured to the stem of the lifeboat and be ready for use;
- (xi) a vessel containing  $4\frac{1}{2}$  litres (1 gallon) of vegetable, fish or animal oil. The vessel shall be so constructed that the oil can be easily distributed on the water, and so arranged that it can be attached to the sea-anchor;
- (xii) a food ration, determined by the Administration, for each person the lifeboat is certified to carry. These rations shall be kept in airtight receptacles which are to be stowed in a watertight container;

- (xiii) watertight receptacles containing 3 litres (6 pints) of fresh water for each person the lifeboat is certified to carry, or watertight receptacles containing 2 litres (4 pints) of fresh water for each person together with an approved de-salting apparatus capable of providing 1 litre (2 pints) of drinking water per person; a rust-proof dipper with lanyard; a rustproof graduated drinking vessel;
- (xiv) four parachute signals of approved type capable of giving a bright red light at a high altitude; six hand flares of an approved type giving a bright red light;
- (xv) two buoyant smoke signals of an approved type (for day-time use) capable of giving off a volume of orange-coloured smoke;
- (xvi) approved means to enable persons to cling to the boat should it be upturned, in the form of bilge keels or keel rails, together with grab lines secured from gunwale to gunwale under the keel, or other approved arrangements;
- (xvii) an approved first-aid outfit in a watertight case;
- (xviii) a waterproof electric torch suitable for signalling in the Morse Code together with one spare set of batteries and one spare bulb in a waterproof container;
- (xix) a daylight-signalling mirror of an approved type;
- (xx) a jack-knife fitted with a tin-opener to be kept attached to the boat with a lanyard;
- (xxi) two light buoyant heaving lines;
- (xxii) a manual pump of an approved type;
- (xxiii) a suitable locker for stowage of small items of equipment;
- (xxiv) one whistle or equivalent sound signal;
- (xxv) one set of fishing tackle;
- (xxvi) one approved cover of a highly visible colour capable of protecting the occupants against injury by exposure: and
- (xxvii) one copy of the illustrated table of life-saving signals referred to in Regulation 16 of Chapter V.

(b) In the case of ships engaged on voyages of such duration that in the opinion of the Administration the items specified in sub-paragraphs (vi), (xii), (xix), (xx) and (xxv) of paragraph (a) of this Regulation are unnecessary, the Administration may allow them to be dispensed with.

(c) Notwithstanding the provisions of paragraph (a) of this Regulation, motor lifeboats or other approved mechanically propelled lifeboats need not carry a mast or sails or more than half the complement of oars, but they shall carry two boat hooks.

(d) All lifeboats shall be fitted with suitable means to enable persons in the water to climb into the lifeboat.

- (e) Every motor lifeboat shall carry portable fire-extinguishing equipment of an approved type capable of discharging froth or other suitable substance for extinguishing oil fires.

### **Regulation 12**

#### *Security of Lifeboat Equipment*

All items of lifeboat equipment, with the exception of the boat hook which shall be kept free for fending off purposes, shall be suitably secured within the lifeboat. The lashing shall be carried out in such a manner as to ensure the security of the equipment and so as not to interfere with the lifting hooks or to prevent ready embarkation. All items of lifeboat equipment shall be as small and light in weight as possible and shall be packed in suitable and compact form.

### **Regulation 13**

#### *Portable Radio Apparatus for Survival Craft*

(a) An approved portable radio apparatus for survival craft complying with the requirements set out in Regulation 14 of Chapter IV shall be carried in all ships except those on which there is carried on each side of the ship a motor lifeboat fitted with a radiotelegraph installation complying with the provisions of Regulation 14 of this Chapter and of Regulation 13 of Chapter IV. All this equipment shall be kept together in the chartroom or other suitable place ready to be moved to one or other of the lifeboats in the event of an emergency. However, in tankers of 3,000 tons gross tonnage and upwards in which lifeboats are fitted amidships and aft this equipment shall be kept in a suitable place in the vicinity of those lifeboats which are furthest away from the ship's main transmitter.

(b) In the case of ships engaged on voyages of such duration that in the opinion of the Administration portable radio apparatus for survival craft is unnecessary, the Administration may allow such equipment to be dispensed with.

### **Regulation 14**

#### *Radio Apparatus and Searchlights in Motor Lifeboats*

- (a) (i) Where the total number of persons on board a passenger ship engaged on international voyages which are not short international voyages, a ship employed as a whale factory ship, a ship employed as a fish processing or canning factory ship or a ship engaged in the carriage of persons employed in the whaling, fish processing or canning industries, is more than 199 but less than 1,500, a radiotelegraph apparatus complying with the requirements set out in this Regulation and in Regulation 13 of Chapter IV shall be fitted in at least one of the motor lifeboats required under Regulation 8 of this Chapter to be carried in that ship.
- (ii) Where the total number of persons on board such a ship is 1,500 or more, such a radiotelegraph apparatus shall be fitted in every motor lifeboat required under Regulation 8 of this Chapter to be carried in that ship.



- (b) The radio apparatus shall be installed in a cabin large enough to accommodate both the equipment and the person using it.
- (c) The arrangements shall be such that the efficient operation of the transmitter and receiver shall not be interfered with by the engine while it is running, whether a battery is on charge or not.
- (d) The radio battery shall not be used to supply power to any engine starting motor or ignition system.
- (e) The motor lifeboat engine shall be fitted with a dynamo for recharging the radio battery, and for other services.
- (f) A searchlight shall be fitted in each motor lifeboat required to be carried under paragraph (a) of Regulation 8 of this Chapter in passenger ships and under paragraph (c) of that Regulation in ships employed as whale factory ships, fish processing or canning factory ships and ships engaged in the carriage of persons employed in the whaling, fish processing or canning industries.
- (g) The searchlight shall include a lamp of at least 80 watts, an efficient reflector and a source of power which will give effective illumination of a light-coloured object having a width of about 18 metres (60 feet) at a distance of 180 metres (200 yards) for a total period of six hours and shall be capable of working for at least three hours continuously.

### Regulation 15

#### *Requirements for Inflatable Liferafts*

- (a) Every inflatable liferaft shall be so constructed that, when fully inflated and floating with the cover uppermost, it shall be stable in a seaway.
- (b) The liferaft shall be so constructed that if it is dropped into the water from a height of 18 metres (60 feet) neither the liferaft nor its equipment will be damaged. If the raft is to be stowed on the ship at a height above the water of more than 18 metres (60 feet), it shall be of a type which has been satisfactorily drop-tested from a height at least equal to the height at which it is to be stowed.
- (c) The construction of the liferaft shall include a cover which shall automatically be set in place when the liferaft is inflated. This cover shall be capable of protecting the occupants against injury from exposure, and means shall be provided for collecting rain. The top of the cover shall be fitted with a lamp which derives its luminosity from a sea-activated cell and a similar lamp shall also be fitted inside the liferaft. The cover of the liferaft shall be of a highly visible colour.
- (d) The liferaft shall be fitted with a painter and shall have a line securely becketed round the outside. A lifeline shall also be fitted around the inside of the liferaft.
- (e) The liferaft shall be capable of being readily righted by one person if it inflates in an inverted position.

(f) The liferaft shall be fitted at each opening with efficient means to enable persons in the water to climb on board.

(g) The liferaft shall be contained in a valise or other container so constructed as to be capable of withstanding hard wear under conditions met with at sea. The liferaft in its valise or other container shall be inherently buoyant.

(h) The buoyancy of the liferaft shall be so arranged as to ensure by a division into an even number of separate compartments, half of which shall be capable of supporting out of the water the number of persons which the liferaft is permitted to accommodate, or by some other equally efficient means, that there is a reasonable margin of buoyancy if the raft is damaged or partially fails to inflate.

(i) The total weight of the liferaft, its valise or other container and its equipment shall not exceed 180 kilogrammes (400 lbs.).

(j) The number of persons which an inflatable liferaft shall be permitted to accommodate shall be equal to:

- (i) the greatest whole number obtained by dividing by 96 the volume, measured in cubic decimetres (or by 3.4 the volume, measured in cubic feet) of the main buoyancy tubes (which for this purpose shall include neither the arches nor the thwart or thwarts if fitted) when inflated; or
- (ii) the greatest whole number obtained by dividing by 3,720 the area measured in square centimetres (or by 4 the area, measured in square feet) of the floor (which for this purpose may include the thwart or thwarts if fitted) of the liferaft when inflated whichever number shall be the less.

(k) The floor of the liferaft shall be waterproof and shall be capable of being sufficiently insulated against cold.

(l) The liferaft shall be inflated by a gas which is not injurious to the occupants and the inflation shall take place automatically either on the pulling of a line or by some other equally simple and efficient method. Means shall be provided whereby the topping-up pump or bellows required by Regulation 17 of this Chapter may be used to maintain pressure.

(m) The liferaft shall be of approved material and construction, and shall be so constructed as to be capable of withstanding exposure for 30 days afloat in all sea conditions.

(n) No liferaft shall be approved which has a carrying capacity calculated in accordance with paragraph (j) of this Regulation of less than six persons. The maximum number of persons calculated in accordance with that paragraph for which an inflatable liferaft may be approved shall be at the discretion of the Administration, but shall in no case exceed 25.

(o) The liferaft shall be capable of operating throughout a temperature range of 66°C to minus 30°C (150°F to minus 22°F).

- (p) (i) The liferaft shall be so stowed as to be readily available in case of emergency. It shall be stowed in such a manner as to permit it to float free from its stowage, inflate and break free from the vessel in the event of sinking.
  - (ii) If used, lashings shall be fitted with an automatic release system of a hydrostatic or equivalent nature approved by the Administration.
  - (iii) The liferaft required by paragraph (c) of Regulation 35 of this Chapter may be securely fastened.
- (q) The liferaft shall be fitted with arrangements enabling it to be readily towed.

### **Regulation 16**

#### *Requirements for Rigid Liferafts*

- (a) Every rigid liferaft shall be so constructed that if it is dropped into the water from its stowed position neither the liferaft nor its equipment will be damaged.
- (b) The deck area of the liferaft shall be situated within that part of the liferaft which affords protection to its occupants. The area of that deck shall be at least 0.3720 square metres (4 square feet) for every person the liferaft is permitted to carry. The nature of the deck shall be such as to prevent so far as practicable the ingress of water and it shall effectively support the occupants out of the water.
- (c) The liferaft shall be fitted with a cover or equivalent arrangement of a highly visible colour, which shall be capable of protecting the occupants against injury from exposure whichever way up the liferaft is floating.
- (d) The equipment of the liferaft shall be so stowed as to be readily available whichever way up the liferaft is floating.
- (e) The total weight of a liferaft and its equipment carried in passenger ships shall not exceed 180 kilogrammes (400 lbs.). Liferafts carried in cargo ships may exceed 180 kilogrammes (400 lbs.) in weight if they are capable of being launched from both sides of the ship or if there are provided means for putting them into the water mechanically.
- (f) The liferaft must at all times be effective and stable when floating either way up.
- (g) The liferaft shall have at least 96 cubic decimetres (3.4 cubic feet) of air cases or equivalent buoyancy for each person it is permitted to carry which must be placed as near as possible to the sides of the raft.
- (h) The liferaft shall have a painter attached and a lifeline securely becketed round the outside. A lifeline shall also be fitted around the inside of the raft.
- (i) The liferaft shall be fitted at each opening with efficient means to enable persons in the water to climb on board.
- (j) The liferaft shall be so constructed as not to be affected by oil or oil products.



- (k) A buoyant light of the electric battery type shall be attached to the liferaft by a lanyard.
- (l) The liferaft shall be fitted with arrangements enabling it to be readily towed.
- (m) Liferafts shall be so stowed as to float free in the event of the ship sinking.

### **Regulation 17**

#### *Equipment of Inflatable and Rigid Liferafts*

- (a) The normal equipment of every liferaft shall consist of:
  - (i) One buoyant rescue quoit, attached to at least 30 metres (100 feet) of buoyant line.
  - (ii) For liferafts which are permitted to accommodate not more than 12 persons: one knife and one baler; for liferafts which are permitted to accommodate 13 persons or more: two knives and two balers.
  - (iii) Two sponges.
  - (iv) Two sea-anchors, one permanently attached to the liferaft and one spare.
  - (v) Two paddles.
  - (vi) One repair outfit capable of repairing punctures in buoyancy compartments.
  - (vii) One topping-up pump or bellows, unless the liferaft complies with Regulation 16 of this Chapter.
  - (viii) Three tin-openers.
  - (ix) One approved first-aid outfit in a waterproof case.
  - (x) One rustproof graduated drinking vessel.
  - (xi) One waterproof electric torch suitable for signalling in the Morse Code, together with one spare set of batteries and one spare bulb in a waterproof container.
  - (xii) One daylight-signalling mirror and one signalling whistle.
  - (xiii) Two parachute distress signals of an approved type, capable of giving a bright red light at a high altitude.
  - (xiv) Six hand flares of an approved type, capable of giving a bright red light.
  - (xv) One set of fishing tackle.
  - (xvi) A food ration, determined by the Administration, for each person the liferaft is permitted to accommodate.
  - (xvii) Watertight receptacles containing  $1\frac{1}{2}$  litres (3 pints) of fresh water for each person the liferaft is permitted to accommodate, of which  $\frac{1}{2}$  litre (1 pint) per person may be replaced by a suitable de-salting apparatus capable of producing an equal amount of fresh water.

- (xviii) Six anti-seasickness tablets for each person the liferaft is deemed fit to accommodate.
- (xix) Instructions on how to survive in the liferaft; and
- (xx) one copy of the illustrated table of life-saving signals referred to in Regulation 16 of Chapter V.

(b) In the case of passenger ships engaged on short international voyages of such duration that in the opinion of the Administration all the items specified in paragraph (a) of this Regulation are unnecessary, the Administration may allow one or more liferafts, not being less than one-sixth of the number of liferafts carried in any such ship, to be provided with the equipment specified in sub-paragraphs (i) to (vii) inclusive, (xi) and (xix) of paragraph (a) of this Regulation, and with one-half of the equipment specified in sub-paragraphs (xiii) and (xiv) of that paragraph and the remainder of the liferafts carried to be provided with the equipment specified in sub-paragraphs (i) to (vii) inclusive and (xix) of that paragraph.

### **Regulation 18**

#### *Training in the use of Liferafts*

The Administration shall so far as is practicable and reasonable take steps with a view to ensuring that crews of ships in which liferafts are carried are trained in their launching and use.

### **Regulation 19**

#### *Embarkation into Lifeboats and Liferafts*

(a) Suitable arrangements shall be made for embarkation into the lifeboats, which shall include:

- (i) a ladder at each set of davits to afford access to the lifeboats when waterborne, except that in passenger ships, ships employed as whale factory ships, ships employed as fish processing or canning factory ships and ships engaged in the carriage of persons employed in the whaling, fish processing or canning industries, the Administration may permit such ladders to be replaced by approved devices provided that there shall not be less than one ladder on each side of the ship;
- (ii) means for illuminating the lifeboats and their launching gear during preparation for and the process of launching, and also for illuminating the water into which the lifeboats are launched until the process of launching is completed;
- (iii) arrangements for warning the passengers and crew that the ship is about to be abandoned; and
- (iv) means for preventing any discharge of water into the lifeboats.

(b) Suitable arrangements shall also be made for embarkation into the liferafts, which shall include:

- (i) sufficient ladders to facilitate embarkation into the liferafts when waterborne except that in passenger ships, ships employed as whale factory ships, ships employed as fish processing or canning factory ships, and ships engaged in the carriage of persons employed in the whaling, fish processing or fish canning industries, the Administration may permit the replacement of some or all of such ladders by approved devices;
- (ii) where there are carried liferafts for which approved launching devices are provided, means for illuminating those liferafts and launching devices during the preparation for and the process of launching, and also for illuminating the water into which those liferafts are launched until the process of launching is completed;
- (iii) means for illuminating the stowage position of liferafts for which approved launching devices are not provided;
- (iv) arrangements for warning the passengers and crew that the ship is about to be abandoned; and
- (v) means for preventing any discharge of water into the liferafts at fixed launching positions, including those under approved launching devices.

#### Regulation 20

##### *Marking of Lifeboats, Liferafts and Buoyant Apparatus*

- (a) The dimensions of a lifeboat and the number of persons which it is permitted to carry shall be marked on it in clear permanent characters. The name and port of registry of the ship to which the lifeboat belongs shall be painted on each side of the bow.
- (b) Buoyant apparatus shall be marked with the number of persons in the same manner.
- (c) The number of persons shall be marked in the same manner on inflatable liferafts and also on the valise or container in which the inflatable liferaft is contained. Every inflatable liferaft shall also bear a serial number and the manufacturer's name so that the owner of the liferaft can be ascertained.
- (d) Every rigid liferaft shall be marked with the name and port of registry of the ship in which it is carried, and with the number of persons it is permitted to carry.
- (e) No lifeboat, liferaft or buoyant apparatus shall be marked for a greater number of persons than that obtained in the manner specified in this Chapter.

#### Regulation 21

##### *Specification of a Lifebuoy*

- (a) A lifebuoy shall satisfy the following requirements:
  - (i) it shall be of solid cork or any other equivalent material;



- (ii) it shall be capable of supporting in fresh water for 24 hours at least 14.5 kilogrammes (32 lbs.) of iron;
  - (iii) it shall not be adversely affected by oil or oil products;
  - (iv) it shall be of a highly visible colour;
  - (v) it shall be marked in block letters with the name and port of registry of the ship in which it is carried.
- (b) Lifebuoys filled with rushes, cork shavings or granulated cork, or any other loose granulated material, or whose buoyancy depends upon air compartments which require to be inflated, are prohibited.
- (c) Lifebuoys made of plastic or other synthetic compounds shall be capable of retaining their buoyant properties and durability in contact with sea water or oil products, or under variations of temperature or climatic changes prevailing in open sea voyages.
- (d) Lifebuoys shall be fitted with beackets securely seized. At least one lifebuoy on each side of the ship shall be fitted with a buoyant lifeline of at least 27.5 metres (15 fathoms) in length.
- (e) In passenger ships not less than one-half of the total number of lifebuoys, and in no case less than six, and in cargo ships at least one-half of the total number of lifebuoys, shall be provided with efficient self-igniting lights.
- (f) The self-igniting lights required by paragraph (e) of this Regulation shall be such that they cannot be extinguished by water. They shall be capable of burning for not less than 45 minutes and shall have a luminous intensity of not less than 2 candelas in all directions of the upper hemisphere. The lights shall be kept near the lifebuoys to which they belong, with the necessary means of attachment. Self-igniting lights used in tankers shall be of an approved electric battery type.\*
- (g) All lifebuoys shall be so placed as to be readily accessible to the persons on board, and at least two of the lifebuoys provided with self-igniting lights in accordance with paragraph (e) of this Regulation shall also be provided with an efficient self-activating smoke signal capable of producing smoke of a highly visible colour for at least 15 minutes, and shall be capable of quick release from the navigating bridge.

\* The following ranges of visibilities of the light might be expected in given atmospheric conditions.

Atmospheric transmissivity factor	Meteorological range of visibility (miles)	Range of visibility of the light (miles)
0.3	2.4	0.96
0.4	3.3	1.05
0.5	4.3	1.15
0.6	5.8	1.24
0.7	8.4	1.34
0.8	13.4	1.45
0.9	28.9	1.57

- (h) Lifebuoys shall always be capable of being rapidly cast loose and shall not be permanently secured in any way.

## Regulation 22

### *Life-jackets*

(a) Ships shall carry for every person on board a life-jacket of an approved type and, in addition, unless these life-jackets can be adapted for use by children, a sufficient number of life-jackets suitable for children. Each life-jacket shall be suitably marked showing that it has been approved by the Administration.

(b) In addition to the life-jackets required by paragraph (a) of this Regulation there shall be carried on passenger ships life-jackets for 5 per cent of the total number of persons on board. These life-jackets shall be stowed in a conspicuous place on deck.

(c) An approved life-jacket shall comply with the following requirements:

- (i) it shall be constructed with proper workmanship and materials;
- (ii) it shall be so constructed as to eliminate so far as possible all risk of its being put on incorrectly, except that it shall be capable of being worn inside out;
- (iii) it shall be capable of lifting the face of an exhausted or unconscious person out of the water and holding it above the water with the body inclined backwards from its vertical position;
- (iv) it shall be capable of turning the body in the water from any position to a safe floating position with the body inclined backwards from its vertical position;
- (v) it shall not be adversely affected by oil or oil products;
- (vi) it shall be of a highly visible colour;
- (vii) it shall be fitted with an approved whistle, firmly secured by a cord;
- (viii) the buoyancy of the life-jacket required to provide the foregoing performance shall not be reduced by more than 5 per cent after 24 hours' submergence in fresh water.

(d) A life-jacket, the buoyancy of which depends on inflation, may be permitted for use by the crews of all ships except passenger ships and tankers provided that:

- (i) it has two separate inflatable compartments;
- (ii) it is capable of being inflated both mechanically and by mouth; and
- (iii) it complies with the requirements of paragraph (c) of this Regulation with either compartment inflated separately.

(e) Life-jackets shall be so placed as to be readily accessible and their position shall be plainly indicated.

**Regulation 23***Line-throwing Appliances*

- (a) Ships shall carry a line-throwing appliance of an approved type.
- (b) The appliance shall be capable of carrying a line not less than 230 metres (250 yards) with reasonable accuracy, and shall include not less than four projectiles and four lines.

**Regulation 24***Ships' Distress Signals*

Ships shall be provided, to the satisfaction of the Administration, with means of making effective distress signals by day and by night, including at least twelve parachute signals capable of giving a bright red light at a high altitude.

**Regulation 25***Muster List and Emergency Procedure*

- (a) Special duties to be undertaken in the event of an emergency shall be allotted to each member of the crew.
- (b) The muster list shall show all the special duties and shall indicate, in particular, the station to which each member must go, and the duties that he has to perform.
- (c) The muster list for each passenger ship shall be in a form approved by the Administration.
- (d) Before the vessel sails, the muster list shall be completed. Copies shall be posted in several parts of the ship, and in particular in the crew's quarters.
- (e) The muster list shall show the duties assigned to the different members of the crew in connexion with:
  - (i) the closing of the watertight doors, valves and closing mechanisms of scuppers, ash-shoots and fire doors;
  - (ii) the equipping of the lifeboats (including the portable radio apparatus for survival craft) and the other life-saving appliances;
  - (iii) the launching of the lifeboat;
  - (iv) the general preparation of the other life-saving appliances;
  - (v) the muster of the passengers; and
  - (vi) the extinction of fire, having regard to the ship's fire control plans.
- (f) The muster list shall show the several duties assigned to the members of the stewards' department in relation to the passengers in case of emergency. These duties shall include:
  - (i) warning the passengers;



- (ii) seeing that they are suitably clad and have put on their life-jackets in a proper manner;
  - (iii) assembling the passengers at muster stations;
  - (iv) keeping order in the passages and on the stairways, and, generally, controlling the movements of the passengers; and
  - (v) ensuring that a supply of blankets is taken to the lifeboats.
- (g) The duties shown by the muster list in relation to the extinction of fire pursuant to sub-paragraph (e)(vi) of this Regulation shall include particulars of:
- (i) the manning of the fire parties assigned to deal with fires;
  - (ii) the special duties assigned in respect of the operation of fire-fighting equipment and installations.
- (h) The muster list shall specify definite signals for calling all the crew to their boat, liferaft and fire stations, and shall give full particulars of these signals. These signals shall be made on the whistle or siren and, except on passenger ships on short international voyages and on cargo ships of less than 45.7 metres (150 feet) in length, they shall be supplemented by other signals which shall be electrically operated. All these signals shall be operable from the bridge.

## **Regulation 26**

### *Practice Musters and Drills*

- (a)
- (i) In passenger ships, musters of the crew for boat drill and fire drill shall take place weekly when practicable and there shall be such a muster when a passenger ship leaves the final port of departure on an international voyage which is not a short international voyage.
  - (ii) In cargo ships, a muster of the crew for boat drill and fire drill shall take place at intervals of not more than one month, provided that a muster of the crew for boat drill and fire drill shall take place within 24 hours of leaving a port if more than 25 per cent of the crew have been replaced at that port.
  - (iii) On the occasion of the monthly muster in cargo ships the boat's equipment shall be examined to ensure that it is complete.
  - (iv) The date upon which musters are held, and details of any training and drills in fire fighting which are carried out on board shall be recorded in such log book as may be prescribed by the Administration. If in any week (for passenger ships) or month (for cargo ships) no muster or a part muster only is held, an entry shall be made stating the circumstances and extent of the muster held. A report of the examination of the boat's equipment on cargo ships shall be entered in the log book, which shall also record the occasions on which the lifeboats are swung out and lowered in compliance with paragraph (c) of this Regulation.
- (b) In passenger ships, except those engaged on short international voyages, a muster of the passengers shall be held within 24 hours after leaving port.

(c) Different groups of lifeboats shall be used in turn at successive boat drills and every lifeboat shall be swung out and, if practicable and reasonable, lowered at least once every four months. The musters and inspections shall be so arranged that the crew thoroughly understand and are practised in the duties they have to perform, including instructions in the handling and operation of liferafts where these are carried.

(d) The emergency signal for summoning passengers to muster stations shall be a succession of seven or more short blasts followed by one long blast on the whistle or siren. This shall be supplemented in passenger ships, except those engaged on short international voyages, by other signals, which shall be electrically operated, throughout the ship operable from the bridge. The meaning of all signals affecting passengers, with precise instructions on what they are to do in an emergency, shall be clearly stated in appropriate languages on cards posted in their cabins and in conspicuous places in other passenger quarters.

## PART B – PASSENGER SHIPS ONLY

### Regulation 27

#### *Lifeboats, Liferafts and Buoyant Apparatus*

(a) Passenger ships shall carry two boats attached to davits – one on each side of the ship – for use in an emergency. These boats shall be of an approved type and shall be not more than 8.5 metres (28 feet) in length. They may be counted for the purposes of paragraphs (b) and (c) of this Regulation, provided that they comply fully with the requirements for lifeboats of this Chapter, and for the purposes of Regulation 8 provided that in addition they comply fully with the requirements of Regulation 9 and where appropriate Regulation 14 of this Chapter. They shall be kept ready for immediate use while the ship is at sea. In ships in which the requirements of paragraph (h) of Regulation 29 are met by means of appliances fitted to the sides of the lifeboats, such appliances shall not be required to be fitted to the two boats provided to meet the requirements of this Regulation.

(b) Passenger ships engaged on international voyages which are not short international voyages shall carry:

- (i) Lifeboats on each side of such aggregate capacity as will accommodate half the total number of persons on board. Provided that the Administration may permit the substitution of lifeboats by liferafts of the same total capacity so however that there shall never be less than sufficient lifeboats on each side of the ship to accommodate  $37\frac{1}{2}$  per cent of all on board.
  - (ii) Liferafts of sufficient aggregate capacity to accommodate 25 per cent of the total number of persons on board, together with buoyant apparatus for 3 per cent of that number. Provided that ships which have a factor of subdivision of 0.33 or less shall be permitted to carry, in lieu of liferafts for 25 per cent of all on board and buoyant apparatus for 3 per cent of all on board, buoyant apparatus for 25 per cent of that number.
- (c) (i) A passenger ship engaged on short international voyages shall be provided with sets of davits in accordance with its length as specified in Column A of the Table in Regulation 28 of this Chapter. Each set of davits shall have a lifeboat attached to it and these lifeboats

shall provide at least the minimum capacity required by Column C of the Table or the capacity required to provide accommodation for all on board if this is less.

Provided that when in the opinion of the Administration it is impracticable or unreasonable to place on a ship engaged on short international voyages the number of sets of davits required by Column A of the Table in Regulation 28, the Administration may authorize, under exceptional conditions, a smaller number of davits, except that this number shall never be less than the minimum number fixed by Column B of the Table, and that the total capacity of the lifeboats on the ship will be at least equal to the minimum capacity required by Column C or the capacity required to provide for all persons on board if this is less.

- (ii) If the lifeboats so provided are not sufficient to accommodate all on board, additional lifeboats under davits or liferafts shall be provided so that the accommodation provided in the lifeboats and the liferafts in the ship shall be sufficient for all on board.
- (iii) Notwithstanding the provisions of sub-paragraph (ii) of this paragraph in any ship engaged on short international voyages the number of persons carried shall not exceed the total capacity of the lifeboats provided in accordance with sub-paragraphs (i) and (ii) of this paragraph unless the Administration considers that this is necessitated by the volume of traffic and then only if the ship complies with the provisions of paragraph (d) of Regulation 1 of Chapter II-1.
- (iv) Where under the provisions of sub-paragraph (iii) of this paragraph the Administration has permitted the carriage of persons in excess of the lifeboat capacity and is satisfied that it is impracticable in that ship to stow the liferafts carried in accordance with sub-paragraph (ii) of this paragraph it may permit a reduction in the number of lifeboats.

Provided that:

- (1) the number of lifeboats shall, in the case of ships of 58 metres (190 feet) in length and over, never be less than four, two of which shall be carried on each side of the ship, and in the case of ships of less than 58 metres (190 feet) in length, shall never be less than two, one of which shall be carried on each side of the ship; and
- (2) the number of lifeboats and liferafts shall always be sufficient to accommodate the total number of persons on board.
- (v) Every passenger ship engaged on short international voyages shall carry in addition to the lifeboats and liferafts required by the provisions of this paragraph, liferafts sufficient to accommodate 10 per cent of the total number of persons for whom there is accommodation in the lifeboats carried in that ship.
- (vi) Every passenger ship engaged on short international voyages shall also carry buoyant apparatus for at least 5 per cent of the total number of persons on board.
- (vii) The Administration may permit individual ships or classes of ships with short international voyage certificates to proceed on voyages



in excess of 600 miles but not exceeding 1,200 miles if such ships comply with the provisions of paragraph (d) of Regulation 1 of Chapter II-1, if they carry lifeboats which provide for 75 per cent of the persons on board and otherwise comply with the provisions of this paragraph.

### Regulation 28

#### *Table relating to Davits and Lifeboat Capacity for Ships on Short International Voyages*

The following table fixes according to the length of the ship:

- (A) the minimum number of sets of davits to be provided on a ship engaged on short international voyages to each of which must be attached a lifeboat in accordance with Regulation 27 of this Chapter;
- (B) the smaller number of sets of davits which may be authorized exceptionally on a ship engaged on short international voyages under Regulation 27 of this Chapter; and
- (C) the minimum lifeboat capacity required for a ship engaged on short international voyages.

Registered length of ship		(A) Minimum number of sets of davits	(B) Smaller number of sets of davits authorized exceptionally	(C) Minimum capacity of lifeboats	
				Cubic metres	Cubic feet
31 and under 37	100 and under 120	2	2	11	400
37 " 43	120 " 140	2	2	18	650
43 " 49	140 " 160	2	2	26	900
49 " 53	160 " 175	3	3	33	1,150
53 " 58	175 " 190	3	3	38	1,350
58 " 63	190 " 205	4	4	44	1,550
63 " 67	205 " 220	4	4	50	1,750
67 " 70	220 " 230	5	4	52	1,850
70 " 75	230 " 245	5	4	61	2,150
75 " 78	245 " 255	6	5	68	2,400
78 " 82	255 " 270	6	5	76	2,700
82 " 87	270 " 285	7	5	85	3,000
87 " 91	285 " 300	7	5	94	3,300
91 " 96	300 " 315	8	6	102	3,600
96 " 101	315 " 330	8	6	110	3,900
101 " 107	330 " 350	9	7	122	4,300
107 " 113	350 " 370	9	7	135	4,750
113 " 119	370 " 390	10	7	146	5,150
119 " 125	390 " 410	10	7	157	5,550
125 " 133	410 " 435	12	9	171	6,050
133 " 140	435 " 460	12	9	185	6,550
140 " 149	460 " 490	14	10	202	7,150
149 " 159	490 " 520	14	10	221	7,800
159 " 168	520 " 550	16	12	238	8,400

Note on (C): Where the length of the ship is under 31 metres (100 feet) or over 168 metres (550 feet) the minimum number of sets of davits and the cubic capacity of the lifeboats shall be prescribed by the Administration.

**Regulation 29***Stowage and Handling of Lifeboats, Liferafts and Buoyant Apparatus*

- (a) Lifeboats and liferafts shall be stowed to the satisfaction of the Administration in such a way that:
- (i) they can all be launched in the shortest possible time and in not more than 30 minutes;
  - (ii) they will not impede in any way the prompt handling of any of the other lifeboats, liferafts or buoyant apparatus or the marshalling of the persons on board at the launching stations, or their embarkation;
  - (iii) the lifeboats, and the liferafts for which approved launching devices are required to be carried, shall be capable of being put into the water loaded with their full complement of persons and equipment even in unfavourable conditions of trim and of 15 degrees of list either way; and
  - (iv) the liferafts for which approved launching devices are not required to be carried, and the buoyant apparatus, shall be capable of being put into the water even in unfavourable conditions of trim and of 15 degrees of list either way.
- (b) Every lifeboat shall be attached to a separate set of davits.
- (c) Lifeboats may only be stowed on more than one deck if proper measures are taken to prevent lifeboats on a lower deck being fouled by those stowed on a deck above.
- (d) Lifeboats, and liferafts for which approved launching devices are required to be carried, shall not be placed in the bow of the ship. They shall be stowed in such positions as to ensure safe launching having particular regard to clearance from the propeller and steeply overhanging portions of the hull aft.
- (e) Davits shall be of approved design and shall be suitably placed to the satisfaction of the Administration. They shall be so disposed on one or more decks that the lifeboats placed under them can be safely lowered without interference from the operation of any other davits.
- (f) Davits shall be as follows:
- (i) luffing or gravity type for operating lifeboats weighing not more than 2,300 kilogrammes (2½ tons) in their turning out condition;
  - (ii) gravity type for operating lifeboats weighing more than 2,300 kilogrammes (2½ tons) in their turning out condition.
- (g) Davits, falls, blocks and all other gear shall be of such strength that the lifeboats can be turned out manned by a launching crew and then safely lowered with the full complement of persons and equipment, with the ship listed to 15 degrees either way and with a 10 degrees trim.
- (h) Skates or other suitable means shall be provided to facilitate launching the lifeboats against a list of 15 degrees.
- (i) Means shall be provided for bringing the lifeboats against the ship's side and there holding them so that persons may be safely embarked.

(j) Lifeboats, together with the emergency boats required by Regulation 27 of this Chapter, shall be served by wire rope falls, together with winches of an approved type which, in the case of the emergency boats, shall be capable of quick recovery of those boats. Exceptionally, the Administration may allow manila rope falls or falls of another approved material with or without winches (except that the emergency boats shall be required to be served by winches which are capable of quick recovery of those boats) where they are satisfied that manila rope falls or falls of another approved material are adequate.

(k) At least two lifelines shall be fitted to the davit span, and the falls and lifelines shall be long enough to reach the water with the ship at its lightest sea-going draught and listed to 15 degrees either way. Lower fall blocks shall be fitted with a suitable ring or long link for attaching to the sling hooks unless an approved type of disengaging gear is fitted.

(l) Where mechanically-powered appliances are fitted for the recovery of the lifeboats, efficient hand gear shall also be provided. Where davits are recovered by action of the falls by power, safety devices shall be fitted which will automatically cut off the power before the davits come against the stops in order to avoid overstressing the wire rope falls or davits.

(m) Lifeboats attached to davits shall have the falls ready for service and arrangements shall be made for speedily, but not necessarily simultaneously, detaching the lifeboats from the falls. The point of attachment of the lifeboats to the falls shall be at such height above the gunwale as to ensure stability when lowering the lifeboats.

(n) (i) In passenger ships engaged on international voyages which are not short international voyages in which there are carried lifeboats and liferafts in accordance with sub-paragraph (b)(i) of Regulation 27 of this Chapter, there shall be provided approved launching devices sufficient in number in the opinion of the Administration to enable that number of liferafts which, together with the lifeboats, is required in accordance with that sub-paragraph to provide accommodation for all on board, to be put into the water loaded with the number of persons they are permitted to accommodate, in not more than thirty minutes in calm conditions. Approved launching devices so provided shall, so far as practicable, be distributed equally on each side of the ship and there shall never be less than one such device on each side. No such devices need, however, be provided for the additional liferafts required to be carried by sub-paragraph (b)(ii) of Regulation 27 of this Chapter for 25 per cent of all on board, but every liferaft carried in accordance with that sub-paragraph shall, where an approved launching device is provided in the ship, be of a type which is capable of being launched from such a device.

(ii) In passenger ships engaged on short international voyages, the number of approved launching devices to be provided shall be at the discretion of the Administration. The number of liferafts allocated to each such device carried shall not be more than the number which, in the opinion of the Administration, can be put into the water fully loaded with the number of persons they are permitted to carry by that device in not more than 30 minutes in calm conditions.



**Regulation 30***Lighting for Decks, Lifeboats, Liferafts, etc.*

(a) Provision shall be made for an electric or equivalent system of lighting sufficient for all the requirements of safety in the different parts of a passenger ship, and particularly for decks on which the lifeboats and liferafts are stowed. The self-contained emergency source of electrical power required by Regulation 25 of Chapter II-1 shall be capable of supplying where necessary this lighting system and also the lighting required by sub-paragraphs (a)(ii), (b)(ii) and (b)(iii) of Regulation 19 of this Chapter.

(b) The exit from every main compartment occupied by passengers or crew shall be continuously lighted by an emergency lamp. The power for these emergency lamps shall be so arranged that they will be supplied from the emergency source of power referred to in paragraph (a) of this Regulation in the event of failure of the main generating plant.

**Regulation 31***Manning of Lifeboats and Liferafts*

(a) A deck officer or certified lifeboatman shall be placed in charge of each lifeboat and a second-in-command shall also be nominated. The person in charge shall have a list of the lifeboat's crew, and shall see that the men placed under his orders are acquainted with their several duties.

(b) A man capable of working the motor shall be assigned to each motor lifeboat.

(c) A man capable of working the radio and searchlight installations shall be assigned to each lifeboat carrying this equipment.

(d) A man practised in the handling and operation of liferafts shall be assigned to each liferaft carried, except where in ships engaged on short international voyages the Administration is satisfied that this is not practicable.

**Regulation 32***Certificated Lifeboatmen*

(a) In passenger ships there shall be, for every lifeboat carried in order to comply with this Chapter, a number of lifeboatmen at least equal to that specified in the following table:

<b>Prescribed complement of lifeboat</b>	<b>The minimum number of certificated lifeboatmen shall be</b>
Less than 41 persons	2
From 41 to 61 persons	3
From 62 to 85 persons	4
Above 85 persons	5

(b) The allocation of the certificated lifeboatmen to each lifeboat remains within the discretion of the master.

(c) Certificates of efficiency shall be issued under the authority of the Administration. In order to obtain such a certificate an applicant shall prove that he has been trained in all the operations connected with launching lifeboats and other life-saving appliances and in the use of oars and propelling gear; that he is acquainted with the practical handling of lifeboats and of other life-saving equipment, and further, that he is capable of understanding and answering the orders relative to all kinds of life-saving appliances.

### Regulation 33

#### *Buoyant Apparatus*

(a) No type of buoyant apparatus shall be approved unless it satisfies the following conditions:

- (i) It shall be of such size and strength that it can be thrown from the place where it is stowed into the water without being damaged.
- (ii) It shall not exceed 180 kilogrammes (400 lbs.) in weight unless suitable means to the satisfaction of the Administration are provided to enable it to be launched without lifting by hand.
- (iii) It shall be of approved material and construction.
- (iv) It shall be effective and stable when floating either way up.
- (v) The air cases or equivalent buoyancy shall be placed as near as possible to the sides of the apparatus, and such buoyancy shall not be dependent upon inflation.
- (vi) It shall be fitted with a painter and have a line securely becketed round the outside.

(b) The number of persons for which buoyant apparatus is certified shall be the number:

- (i) ascertained by dividing the number of kilogrammes of iron which it is capable of supporting in fresh water by 14.5 (or the number of pounds divided by 32), or
- (ii) equal to the number of millimetres in the perimeter divided by 305 (or the number of feet in the perimeter), whichever is the less.

### Regulation 34

#### *Number of Lifebuoys to be Provided*

The minimum number of lifebuoys with which passenger ships are provided shall be fixed by the following table:

Length of ship		Minimum number of buoys
<i>in metres</i>	<i>in feet</i>	
Under 61	Under 200	8
61 and under 122	200 and under 400	12
122 and under 183	400 and under 600	18
183 and under 244	600 and under 800	24
244 and over	800 and over	30

## PART C – CARGO SHIPS ONLY

## Regulation 35

*Number and Capacity of Lifeboats and Liferafts*

- (a) (i) Every cargo ship, except ships employed as whale factory ships, fish processing or canning factory ships, and ships engaged in the carriage of persons employed in the whaling, fish processing or canning industries, shall carry lifeboats on each side of the ship of such aggregate capacity as will accommodate all persons on board, and in addition shall carry liferafts sufficient to accommodate half that number.

Provided that, in the case of such cargo ships engaged on international voyages between near neighbouring countries, the Administration, if it is satisfied that the conditions of the voyage are such as to render the compulsory carriage of liferafts unreasonable or unnecessary, may to that extent exempt individual ships or classes of ships from this requirement.

- (ii) (1) Subject to the provisions of sub-paragraph (ii)(2) of this paragraph, every tanker of 3,000 tons gross tonnage and upwards shall carry not less than four lifeboats, two of which shall be carried aft and two amidships, except that in tankers which have no amidships superstructure all lifeboats shall be carried aft.
- (2) A tanker of 3,000 tons gross tonnage and upwards which has no amidships superstructure may be permitted by the Administration to carry two lifeboats only, provided that:
- (aa) one lifeboat is carried aft on each side of the ship;
  - (bb) each such lifeboat shall not exceed 8.5 metres (28 feet) in length;
  - (cc) each such lifeboat shall be stowed as far forward as practicable, but at least so far forward that the after end of the lifeboat is one-and-a-half times the length of the lifeboat forward of the propeller; and
  - (dd) each such lifeboat shall be stowed as near sea level as is safe and practicable.
- (b) (i) Every ship employed as a whale factory ship, every ship employed as a fish processing or canning factory ship and every ship engaged in the carriage of persons employed in the whaling, fish processing or canning industries shall carry:
- (1) Lifeboats on each side of such aggregate capacity as will accommodate half the total number of persons on board; provided that the Administration may permit the substitution of lifeboats by liferafts of the same total capacity so however that there shall never be less than sufficient lifeboats on each side of the ship to accommodate 37½ per cent of all on board.
  - (2) Liferafts of sufficient aggregate capacity to accommodate half the total number of persons on board; provided that, if in ships employed as fish processing or canning factory ships, it is impracticable to carry lifeboats which comply fully with the



requirements of this Chapter, the Administration may permit instead the carriage of other boats, which shall however provide not less than the accommodation required by this Regulation and shall have at least the buoyancy and equipment required by this Chapter for lifeboats.

- (ii) Every ship employed as a whale factory ship, every ship employed as a fish processing or canning factory ship and every ship engaged in the carriage of persons employed in the whaling, fish processing or canning industries shall carry two boats – one on each side – for use in an emergency. These boats shall be of an approved type and shall be not more than 8.5 metres (28 feet) in length. They may be counted for the purposes of this paragraph provided that they comply fully with the requirements for lifeboats of this Chapter and for the purposes of Regulation 8 provided that in addition they comply with the requirements of Regulation 9, and, where appropriate, Regulation 14 of this Chapter. They shall be kept ready for immediate use while the ship is at sea. In ships in which the requirements of paragraph (g) of Regulation 36 of this Chapter are met by means of appliances fitted to the sides of the lifeboats, such appliances shall not be required to be fitted to the two boats provided to meet the requirements of this Regulation.
- (c) Every cargo ship with no amidships superstructure having a registered length of 150 metres (492 feet) and upwards shall carry, in addition to the life-rafts required under sub-paragraph (a)(i) of this Regulation, a liferaft capable of accommodating at least six persons which shall be stowed as far forward as is reasonable and practicable.

### Regulation 36

#### *Davits and Launching Arrangements*

- (a) In cargo ships lifeboats and liferafts shall be stowed to the satisfaction of the Administration.
- (b) Every lifeboat shall be attached to a separate set of davits.
- (c) Lifeboats and liferafts for which approved launching devices are required to be carried shall preferably be positioned as close to accommodation and service spaces as possible. They shall be stowed in such positions as to ensure safe launching, having particular regard to clearance from the propeller and steeply overhanging portions of the hull, with the object of ensuring so far as practicable that they can be launched down the straight side of the ship. If positioned forward they shall be stowed abaft the collision bulkhead in a sheltered position and in this respect the Administration shall give special consideration to the strength of the davits.
- (d) Davits shall be of approved design and shall be suitably placed to the satisfaction of the Administration.
- (e) In tankers of 1,600 tons gross tonnage and upwards, ships employed as whale factory ships, ships employed as fish processing or canning factory ships

and ships engaged in the carriage of persons employed in the whaling, fish processing or canning industries, all davits shall be of the gravity type. In other ships, davits shall be as follows:

- (i) luffing or gravity type for operating lifeboats weighing not more than 2,300 kilogrammes (2½ tons) in their turning out condition;
  - (ii) gravity type for operating lifeboats weighing more than 2,300 kilogrammes (2½ tons) in their turning out condition.
- (f) Davits, falls, blocks and all other gear shall be of such strength that the lifeboats can be turned out manned by a launching crew and then safely lowered with the full complement of persons and equipment, with the ship listed to 15 degrees either way, and with a 10 degrees trim.
- (g) Skates or other suitable means shall be provided to facilitate launching the lifeboats against a list of 15 degrees.
- (h) Means shall be provided for bringing the lifeboats against the ship's side and there holding them so that persons may be safely embarked.
- (i) Lifeboats, together with the emergency boats required by sub-paragraph (b)(ii) of Regulation 35 of this Chapter, shall be served by wire rope falls, together with winches of an approved type which, in the case of the emergency boats, shall be capable of quick recovery of those boats. Exceptionally, the Administration may allow manila rope falls or falls of another approved material with or without winches (except that the emergency boats shall be required to be served by winches which are capable of quick recovery of those boats) where they are satisfied that manila rope falls or falls of another approved material are adequate.
- (j) At least two lifelines shall be fitted to the davit spans, and the falls and lifelines shall be long enough to reach the water with the ship at its lightest seagoing draught and listed to 15 degrees either way. Lower fall blocks shall be fitted with a suitable ring or long link for attaching to the sling hooks unless an approved type of disengaging gear is fitted.
- (k) Where mechanically powered appliances are fitted for the recovery of the lifeboats, efficient hand gear shall also be provided. Where davits are recovered by action of the falls by power, safety devices shall be fitted which will automatically cut off the power before the davits come against the stops in order to avoid overstressing the wire rope falls or davits.
- (l) Lifeboats shall have the falls ready for service, and arrangements shall be made for speedily, but not necessarily simultaneously, detaching the lifeboats from the falls. The point of attachment of the lifeboats to the falls shall be at such height above the gunwale as to ensure stability when lowering the lifeboats.
- (m) In ships employed as whale factory ships, ships employed as fish processing or canning factory ships and ships engaged in the carriage of persons employed in the whaling, fish processing or canning industries, in which there are carried lifeboats and liferafts in accordance with sub-paragraph (b)(i)(2) of Regulation 35 no approved launching devices need be provided for the liferafts, but there shall be provided such devices sufficient in number, in the opinion of the Ad-

ministration, to enable the liferafts carried in accordance with sub-paragraph (b)(i)(1) of that Regulation to be put into the water loaded with the number of persons they are permitted to accommodate, in not more than 30 minutes in calm conditions. Approved launching devices so provided shall, so far as practicable, be distributed equally on each side of the ship. Every liferaft carried on ships in which an approved launching device is required to be provided shall be of a type which is capable of being launched by such a device.

### **Regulation 37**

#### *Number of Lifebuoys to be Provided*

At least eight lifebuoys of a type which satisfies the requirements of Regulation 21 of this Chapter shall be carried.

### **Regulation 38**

#### *Emergency Lighting*

The lighting required by sub-paragraphs (a)(ii), (b)(ii) and (b)(iii) of Regulation 19 of this Chapter shall be capable of being supplied for at least three hours by the emergency source of power required by Regulation 26 of Chapter II-1. In cargo ships of 1,600 tons gross tonnage and upwards the Administration shall ensure that the lighting of the alleyways, stairways and exits is such that the access of all persons on board to the launching stations and stowage positions of lifeboats and liferafts is not impeded.



## CHAPTER IV

### RADIOTELEGRAPHY AND RADIOTELEPHONY

#### PART A – APPLICATION AND DEFINITIONS

##### Regulation 1

###### *Application*

- (a) Unless expressly provided otherwise, this Chapter applies to all ships to which the present Regulations apply.
- (b) This Chapter does not apply to ships to which present Regulations would otherwise apply while such ships are being navigated within the Great Lakes of North America and their connecting and tributary waters as far east as the lower exit of the St. Lambert Lock at Montreal in the Province of Quebec, Canada.\*
- (c) No provision in this Chapter shall prevent the use by a ship or survival craft in distress of any means at its disposal to attract attention, make known its position and obtain help.

##### Regulation 2

###### *Terms and Definitions*

For the purpose of this Chapter the following terms shall have the meanings defined below. All other terms which are used in this Chapter and which are also defined in the Radio Regulations shall have the same meanings as defined in those Regulations:

- (a) “Radio Regulations” means the Radio Regulations annexed to, or regarded as being annexed to, the most recent International Telecommunication Convention<sup>1</sup> which may be in force at any time.
- (b) “Radiotelegraph auto alarm” means an automatic alarm receiving apparatus which responds to the radiotelegraph alarm signal and has been approved.
- (c) “Radiotelephone auto alarm” means an automatic alarm receiving apparatus which responds to the radiotelephone alarm signal and has been approved.
- (d) “Radiotelephone station”, “Radiotelephone installation” and “Watches – radiotelephone” shall be considered as relating to the medium frequency band, unless expressly provided otherwise.
- (e) “Radio Officer” means a person holding at least a first or second class radiotelegraph operator’s certificate, or a radiocommunication operator’s

\* Such ships are subject to special requirements relative to radio for safety purposes, as contained in the relevant agreement between Canada and the United States of America.

<sup>1</sup> TIAS 4893, 5603, 6332, 6590, 7435, 8599; 12 UST 2377; 15 UST 887; 18 UST 2091; 19 UST 6717; 23 UST 1527; 28 UST 3909. [Footnote added by the Department of State.]

general certificate for the maritime mobile service, complying with the provisions of the Radio Regulations, who is employed in the radiotelegraph station of a ship which is provided with such a station in compliance with the provisions of Regulation 3 or Regulation 4 of this Chapter.

(f) "Radiotelephone operator" means a person holding an appropriate certificate complying with the provisions of the Radio Regulations.

(g) "Existing installation" means:

- (i) an installation wholly installed on board a ship before the date on which the present Convention enters into force irrespective of the date on which acceptance by the respective Administration takes effect; and
- (ii) an installation part of which was installed on board a ship before the date of entry into force of the present Convention and the rest of which consists either of parts installed in replacement of identical parts, or parts which comply with the requirements of this Chapter.

(h) "New installation" means any installation which is not an existing installation.

### **Regulation 3**

#### *Radiotelegraph Station*

Passenger ships irrespective of size and cargo ships of 1,600 tons gross tonnage and upwards, unless exempted under Regulation 5 of this Chapter, shall be fitted with a radiotelegraph station complying with the provisions of Regulations 9 and 10 of this Chapter.

### **Regulation 4**

#### *Radiotelephone Station*

Cargo ships of 300 tons gross tonnage and upwards but less than 1,600 tons gross tonnage, unless fitted with a radiotelegraph station complying with the provisions of Regulations 9 and 10 of this Chapter shall, provided they are not exempted under Regulation 5 of this Chapter, be fitted with a radiotelephone station complying with the provisions of Regulations 15 and 16 of this Chapter.

### **Regulation 5**

#### *Exemptions from Regulations 3 and 4*

(a) The Contracting Governments consider it highly desirable not to deviate from the application of Regulations 3 and 4 of this Chapter; nevertheless the Administration may grant to individual passenger or cargo ships exemptions of a partial and/or conditional nature, or complete exemption from the requirements of Regulation 3 or Regulation 4 of this Chapter.

(b) The exemptions permitted under paragraph (a) of this Regulation shall be granted only to a ship engaged on a voyage where the maximum distance of the ship from the shore, the length of the voyage, the absence of general navigational hazards, and other conditions affecting safety are such as to render the full application of Regulation 3 or Regulation 4 of this Chapter unreasonable or unnecessary. When deciding whether or not to grant exemptions to individual ships, Administrations shall have regard to the effect that exemptions may have upon the general efficiency of the distress service for the safety of all ships. Administrations should bear in mind the desirability of requiring ships which are exempted from the requirement of Regulation 3 of this Chapter to be fitted with a radiotelephone station which complies with the provisions of Regulations 15 and 16 of this Chapter as a condition of exemption.

(c) Each Administration shall submit to the Organization as soon as possible after the first of January in each year a report showing all exemptions granted under paragraphs (a) and (b) of this Regulation during the previous calendar year and giving the reasons for granting such exemptions.

## PART B – WATCHES

### Regulation 6

#### *Watches – Radiotelegraph*

(a) Each ship which in accordance with Regulation 3 or Regulation 4 of this Chapter is fitted with a radiotelegraph station shall, while at sea, carry at least one radio officer and, if not fitted with a radiotelegraph auto alarm shall, subject to the provisions of paragraph (d) of this Regulation, listen continuously on the radiotelegraph distress frequency by means of a radio officer using headphones or a loudspeaker.

(b) Each passenger ship which in accordance with Regulation 3 of this Chapter is fitted with a radiotelegraph station, if fitted with a radiotelegraph auto alarm, shall, subject to the provisions of paragraph (d) of this Regulation, and while at sea, listen on the radiotelegraph distress frequency by means of a radio officer using headphones or a loudspeaker, as follows:

- (i) if carrying or certificated to carry 250 passengers or less, at least 8 hours listening a day in the aggregate;
- (ii) if carrying or certificated to carry more than 250 passengers and engaged on a voyage exceeding 16 hours' duration between two consecutive ports, at least 16 hours' listening a day in the aggregate. In this case the ship shall carry at least two radio officers;
- (iii) if carrying or certificated to carry more than 250 passengers and engaged on a voyage of less than 16 hours' duration between two consecutive ports, at least 8 hours' listening a day in the aggregate.

(c) (i) Each cargo ship which in accordance with Regulation 3 of this Chapter is fitted with a radiotelegraph station, if fitted with a radiotelegraph auto alarm, shall, subject to the provisions of paragraph (d) of this Regulation, and while at sea, listen on the radiotelegraph distress frequency by means of a radio officer using headphones or a loudspeaker, for at least 8 hours a day in the aggregate.



- (ii) Each cargo ship of 300 tons gross tonnage and upwards but less than 1,600 tons gross tonnage which is fitted with a radiotelegraph station as a consequence of Regulation 4 of this Chapter, if fitted with a radiotelegraph auto alarm shall, subject to the provisions of paragraph (d) of this Regulation, and while at sea, listen on the radiotelegraph distress frequency by means of a radio officer using headphones or a loudspeaker, during such periods as may be determined by the Administration. Administrations shall, however, have regard to the desirability of requiring, whenever practicable, a listening watch of at least 8 hours a day in the aggregate.
- (d) (i) During the period when a radio officer is required by this Regulation to listen on the radiotelegraph distress frequency, the radio officer may discontinue such listening during the time when he is handling traffic on other frequencies, or performing other essential radio duties, but only if it is impracticable to listen by split headphones or loudspeaker. The listening watch shall always be maintained by a radio officer using headphones or a loudspeaker during the silence periods provided for by the Radio Regulations.

The term "essential radio duties" in this paragraph includes urgent repairs of:

  - (1) equipment for radiocommunication used for safety;
  - (2) radio navigational equipment by order of the master.
- (ii) In addition to the provisions of sub-paragraph (i) of this paragraph, on ships other than multi-radio officer passenger ships, the radio officer may, in exceptional cases, i.e. when it is impractical to listen by split headphones or loudspeaker, discontinue listening by order of the master in order to carry out maintenance required to prevent imminent malfunction of:
  - equipment for radiocommunication used for safety;
  - radio navigational equipment;
  - other electronic navigational equipment including its repair;provided that:
  - (1) the radio officer, at the discretion of the Administration concerned, is appropriately qualified to perform these duties; and
  - (2) the ship is fitted with a receiving selector which meets the requirements of the Radio Regulations;
  - (3) the listening watch is always maintained by a radio officer using headphones or loudspeaker during the silence periods provided for by the Radio Regulations.
- (e) In all ships fitted with a radiotelegraph auto alarm this radiotelegraph auto alarm shall, while the ship is at sea, be in operation whenever there is no listening being kept under paragraphs (b), (c) or (d) of this Regulation and, whenever practicable, during direction-finding operations.
- (f) The listening periods provided for by this Regulation, including those which are determined by the Administration, should be maintained preferably during periods prescribed for the radiotelegraph service by the Radio Regulations.

**Regulation 7***Watches – Radiotelephone*

(a) Each ship which is fitted with a radiotelephone station in accordance with Regulation 4 of this Chapter shall, for safety purposes, carry at least one radiotelephone operator (who may be the master, an officer or a member of the crew holding a certificate for radiotelephony) and shall, while at sea, maintain continuous watch on the radiotelephone distress frequency in the place on board from which the ship is usually navigated, by use of a radiotelephone distress frequency watch receiver, using a loudspeaker, a filtered loudspeaker or radiotelephone auto alarm.

(b) Each ship which in accordance with Regulation 3 or Regulation 4 of this Chapter is fitted with a radiotelegraph station shall, while at sea, maintain continuous watch on the radiotelephone distress frequency in a place to be determined by the Administration, by use of a radiotelephone distress frequency watch receiver, using a loudspeaker, a filtered loudspeaker or radiotelephone auto alarm.

**Regulation 8***Watches – VHF Radiotelephone*

Each ship provided with a Very High Frequency (VHF) radiotelephone station, in accordance with Regulation 18 of Chapter V, shall maintain a listening watch on the bridge for such periods and on such channels as may be required by the Contracting Government referred to in that Regulation.

**PART C – TECHNICAL REQUIREMENTS****Regulation 9***Radiotelegraph Stations*

(a) The radiotelegraph station shall be so located that no harmful interference from extraneous mechanical or other noise will be caused to the proper reception of radio signals. The station shall be placed as high in the ship as is practicable, so that the greatest possible degree of safety may be secured.

(b) The radiotelegraph operating room shall be of sufficient size and of adequate ventilation to enable the main and reserve radiotelegraph installations to be operated efficiently, and shall not be used for any purpose which will interfere with the operation of the radiotelegraph station.

(c) The sleeping accommodation of at least one radio officer shall be situated as near as practicable to the radiotelegraph operating room. In new ships, this sleeping accommodation shall not be within the radiotelegraph operating room.

(d) There shall be provided between the radiotelegraph operating room and the bridge and one other place, if any, from which the ship is navigated, an

efficient two-way system for calling and voice communication which shall be independent of the main communication system on the ship.

(e) The radiotelegraph installation shall be installed in such a position that it will be protected against the harmful effects of water or extremes of temperature. It shall be readily accessible both for immediate use in case of distress and for repair.

(f) A reliable clock with a dial not less than 12.5 centimetres (5 inches) in diameter and a concentric seconds hand, the face of which is marked to indicate the silence periods prescribed for the radiotelegraph service by the Radio Regulations, shall be provided. It shall be securely mounted in the radiotelegraph operating room in such a position that the entire dial can be easily and accurately observed by the radio officer from the radiotelegraph operating position and from the position for testing the radiotelegraph auto alarm receiver.

(g) A reliable emergency light shall be provided in the radiotelegraph operating room, consisting of an electric lamp permanently arranged so as to provide satisfactory illumination of the operating controls of the main and reserve radiotelegraph installations and of the clock required by paragraph (f) of this Regulation. In new installations, this lamp shall, if supplied from the reserve source of energy required by sub-paragraph (a)(iii) of Regulation 10 of this Chapter, be controlled by two-way switches placed near the main entrance to the radiotelegraph operating room and at the radiotelegraph operating position, unless the layout of the radiotelegraph operating room does not warrant it. These switches shall be clearly labelled to indicate their purpose.

(h) Either an electric inspection lamp, operated from the reserve source of energy required by sub-paragraph (a) (iii) of Regulation 10 of this Chapter and provided with a flexible lead of adequate length, or a flashlight shall be provided and kept in the radiotelegraph operating room.

(i) The radiotelegraph station shall be provided with such spare parts, tools and testing equipment as will enable the radiotelegraph installation to be maintained in efficient working condition while at sea. The testing equipment shall include an instrument or instruments for measuring A.C. volts, D.C. volts and ohms.

(j) If a separate emergency radiotelegraph operating room is provided the requirements of paragraphs (d), (e), (f), (g) and (h) of this Regulation shall apply to it.

### **Regulation 10**

#### *Radiotelegraph Installations*

(a) Except as otherwise expressly provided in this Regulation:

(i) The radiotelegraph station shall include a main installation and reserve installation, electrically separate and electrically independent of each other.

(ii) The main installation shall include a main transmitter, main receiver, radiotelephone distress frequency watch receiver, and main source of energy.



- (iii) The reserve installation shall include a reserve transmitter, reserve receiver and reserve source of energy.
  - (iv) A main and a reserve antenna shall be provided and installed, provided that the Administration may except any ship from the provision of a reserve antenna if it is satisfied that the fitting of such an antenna is impracticable or unreasonable, but in such case a suitable spare antenna completely assembled for immediate installation shall be carried. In addition, sufficient antenna wire and insulators shall in all cases be provided to enable a suitable antenna to be erected. The main antenna, if suspended between supports liable to whipping, shall be suitably protected against breakage.
- (b) In installations on cargo ships (except those on cargo ships of 1,600 tons gross tonnage and upwards installed on or after 19 November 1952), if the main transmitter complies with all the requirements for the reserve transmitter, the latter is not obligatory.
- (c)
    - (i) The main and reserve transmitters shall be capable of being quickly connected with and tuned to the main antenna, and the reserve antenna if one is fitted.
    - (ii) The main and reserve receivers shall be capable of being quickly connected with any antenna with which they are required to be used.
- (d) All parts of the reserve installation shall be placed as high in the ship as is practicable, so that the greatest possible degree of safety may be secured.
- (e) The main and reserve transmitters shall be capable of transmitting on the radiotelegraph distress frequency using a class of emission assigned by the Radio Regulations for that frequency. In addition, the main transmitter shall be capable of transmitting on at least two working frequencies in the authorized bands between 405 kHz and 535 kHz, using classes of emission assigned by the Radio Regulations for these frequencies. The reserve transmitter may consist of a ship's emergency transmitter, as defined in and limited in use by the Radio Regulations.
- (f) The main and reserve transmitters shall, if modulated emission is prescribed by the Radio Regulations, have a depth of modulation of not less than 70 per cent and a note frequency between 450 and 1,350 Hz.
- (g) The main and reserve transmitters shall, when connected to the main antenna, have a minimum normal range as specified below, that is to say, they must be capable of transmitting clearly perceptible signals from ship to ship by

	Minimum normal range in miles	
	Main transmitter	Reserve transmitter
All passenger ships, and cargo ships of 1,600 tons gross tonnage and upwards	150	100
Cargo ships below 1,600 tons gross tonnage	100	75

day and under normal conditions and circumstances over the specified ranges.\* (Clearly perceptible signals will normally be received if the R.M.S. value of the field strength at the receiver is at least 50 microvolts per metre.)

- (h) (i) The main and reserve receivers shall be capable of receiving the radiotelegraph distress frequency and the classes of emission assigned by the Radio Regulations for that frequency.
- (ii) In addition, the main receiver shall permit the reception of such of the frequencies and classes of emission used for the transmission of time signals, meteorological messages and such other communications relating to safety of navigation as may be considered necessary by the Administration.
- (iii) The radiotelephone distress frequency watch receiver shall be preset to this frequency. It shall be provided with a filtering unit or a device to silence the loudspeaker if on the bridge in the absence of a radiotelephone alarm signal. The device shall be capable of being easily switched in and out and may be used when, in the opinion of the master, conditions are such that maintenance of the listening watch would interfere with the safe navigation of the ship.
- (iv) (1) A radiotelephone transmitter, if provided, shall be fitted with an automatic device for generating the radiotelephone alarm signal, so designed as to prevent actuation by mistake, and complying with the requirements of paragraph (e) of Regulation 16 of this Chapter. The device shall be capable of being taken out of operation at any time in order to permit the immediate transmission of a distress message.
- (2) Arrangements shall be made to check periodically the proper functioning of the automatic device for generating the radio-

\* In the absence of a direct measurement of the field strength the following data may be used as a guide for approximately determining the normal range:

Normal range in miles	Metre-amperes <sup>1</sup>	Total antenna power (watts) <sup>2</sup>
200	128	200
175	102	125
150	76	71
125	58	41
100	45	25
75	34	14

- <sup>1</sup> This figure represents the product of the maximum height of the antenna above the deepest load water-line in metres and the antenna current in amperes (R.M.S. value). The values given in the second column of the table correspond to an average value of the ratio

$$\frac{\text{effective antenna height}}{\text{maximum antenna height}} = 0.47$$

This ratio varies with local conditions of the antenna and may vary between about 0.3 and 0.7.

- <sup>2</sup> The values given in the third column of the table correspond to an average value of the ratio

$$\frac{\text{radiated antenna power}}{\text{total antenna power}} = 0.08$$

This ratio varies considerably according to the values of effective antenna height and antenna resistance.

telephone alarm signal on frequencies other than the radio-telephone distress frequency using a suitable artificial antenna.

(i) The main receiver shall have sufficient sensitivity to produce signals in headphones or by means of a loudspeaker when the receiver input is as low as 50 microvolts. The reserve receiver shall have sufficient sensitivity to produce such signals when the receiver input is as low as 100 microvolts.

(j) There shall be available at all times, while the ship is at sea, a supply of electrical energy sufficient to operate the main installation over the normal range required by paragraph (g) of this Regulation as well as for the purpose of charging any batteries forming part of the radiotelegraph station. The voltage of the supply for the main installation shall, in the case of new ships, be maintained within  $\pm 10$  per cent of the rated voltage. In the case of existing ships, it shall be maintained as near the rated voltage as possible and, if practicable, within  $\pm 10$  per cent.

(k) The reserve installation shall be provided with a source of energy independent of the propelling power of the ship and of the ship's electrical system.

(l) (i) The reserve source of energy shall preferably consist of accumulator batteries, which may be charged from the ship's electrical system, and shall under all circumstances be capable of being put into operation rapidly and of operating the reserve transmitter and receiver for at least six hours continuously under normal working conditions besides any of the additional loads mentioned in paragraphs (m) and (n) of this Regulation.\*

(ii) The reserve source of energy is required to be of a capacity sufficient to operate simultaneously the reserve transmitter and the VHF installation, when fitted, for at least six hours unless a switching device is fitted to ensure alternate operation only. VHF usage of the reserve source of energy shall be limited to distress, urgency and safety communications. Alternatively, a separate reserve source of energy may be provided for the VHF installation.

(m) The reserve source of energy shall be used to supply the reserve installation and the automatic alarm signal keying device specified in paragraph (r) of this Regulation if it is electrically operated.

The reserve source of energy may also be used to supply:

- (i) the radiotelegraph auto alarm;
- (ii) the emergency light specified in paragraph (g) of Regulation 9 of this Chapter;
- (iii) the direction-finder;
- (iv) the VHF installation;

\* For the purpose of determining the electrical load to be supplied by the reserve source of energy, the following formula is recommended as a guide:

$\frac{1}{2}$  of the transmitter current consumption with the key down (mark)  
+  $\frac{1}{2}$  of the transmitter current consumption with the key up (space)  
+ current consumption of receiver and additional circuits connected to the reserve source of energy.



- (v) the device for generating the radiotelephone alarm signal, if provided;
- (vi) any device, prescribed by the Radio Regulations, to permit change-over from transmission to reception and vice versa.

Subject to the provisions of paragraph (n) of this Regulation, the reserve source of energy shall not be used other than for the purposes specified in this paragraph.

(n) Notwithstanding the provisions of paragraph (m) of this Regulation, the Administration may authorize the use in cargo ships of the reserve source of energy for a small number of low-power emergency circuits which are wholly confined to the upper part of the ship, such as emergency lighting on the boat deck, on condition that these can be readily disconnected if necessary, and that the source of energy is of sufficient capacity to carry the additional load or loads.

(o) The reserve source of energy and its switchboard shall be as high as practicable in the ship and readily accessible to the radio officer. The switchboard shall, wherever possible, be situated in a radio room; if it is not, it shall be capable of being illuminated.

(p) While the ship is at sea, accumulator batteries, whether forming part of the main installation or reserve installation, shall be brought up to the normal fully-charged condition daily.

(q) All steps shall be taken to eliminate so far as is possible the causes of, and to suppress, radio interference from electrical and other apparatus on board. If necessary, steps shall be taken to ensure that the antennae attached to broadcast receivers do not cause interference to the efficient or correct working of the radiotelegraph installation. Particular attention shall be paid to this requirement in the design of new ships.

(r) In addition to a means for manually transmitting the radiotelegraph alarm signal, an automatic radiotelegraph alarm signal keying device shall be provided, capable of keying the main and the reserve transmitters so as to transmit the radiotelegraph alarm signal. The device shall be capable of being taken out of operation at any time in order to permit immediate manual operation of the transmitter. If electrically operated, this keying device shall be capable of operation from the reserve source of energy.

(s) At sea, the reserve transmitter, if not used for communications, shall be tested daily using a suitable artificial antenna, and at least once during each voyage using the reserve antenna if installed. The reserve source of energy shall also be tested daily.

(t) All equipment forming part of the radiotelegraph installation shall be reliable, and shall be so constructed that it is readily accessible for maintenance purposes.

(u) Notwithstanding the provision of Regulation 4 of this Chapter, the Administration may, in the case of cargo ships of less than 1,600 tons gross tonnage, relax the full requirements of Regulation 9 of this Chapter and the

present Regulation, provided that the standard of the radiotelegraph station shall in no case fall below the equivalent of that prescribed under Regulation 15 and Regulation 16 of this Chapter for radiotelephone stations, so far as applicable. In particular, in the case of cargo ships of 300 tons gross tonnage and upwards but less than 500 tons gross tonnage, the Administration need not require:

- (i) a reserve receiver;
- (ii) a reserve source of energy in existing installations;
- (iii) protection of the main antenna against breakage by whipping;
- (iv) the means of communication between the radiotelegraph station and the bridge to be independent of the main communication system;
- (v) the range of the transmitter to be greater than 75 miles.

### **Regulation 11**

#### *Radiotelegraph Auto Alarms*

(a) Any radiotelegraph auto alarm installed after 26 May 1965 shall comply with the following minimum requirements:

- (i) In the absence of interference of any kind it shall be capable of being actuated, without manual adjustment, by any radiotelegraph alarm signal transmitted on the radiotelegraph distress frequency by any coast station, ship's emergency or survival craft transmitter operating in accordance with the Radio Regulations, provided that the strength of the signal at the receiver input is greater than 100 microvolts and less than 1 volt.
- (ii) In the absence of interference of any kind, it shall be actuated by either three or four consecutive dashes when the dashes vary in length from 3.5 to as near 6 seconds as possible and the spaces vary in length between 1.5 seconds and the lowest practicable value, preferably not greater than 10 milliseconds.
- (iii) It shall not be actuated by atmospherics or by any signal other than the radiotelegraph alarm signal, provided that the received signals do not in fact constitute a signal falling within the tolerance limits indicated in sub-paragraph (ii) above.
- (iv) The selectivity of the radiotelegraph auto alarm shall be such as to provide a practically uniform sensitivity over a band extending not less than 4 kHz and not more than 8 kHz on each side of the radiotelegraph distress frequency and to provide outside this band a sensitivity which decreases as rapidly as possible in conformity with the best engineering practice.
- (v) If practicable, the radiotelegraph auto alarm shall, in the presence of atmospherics or interfering signals, automatically adjust itself so that within a reasonably short time it approaches the condition in which it can most readily distinguish the radiotelegraph alarm signal.
- (vi) When actuated by a radiotelegraph alarm signal, or in the event of failure of the apparatus, the radiotelegraph auto alarm shall cause

a continuous audible warning to be given in the radiotelegraph operating room, in the radio officer's sleeping accommodation and on the bridge. If practicable, warning shall also be given in the case of failure of any part of the whole alarm receiving system. Only one switch for stopping the warning shall be provided and this shall be situated in the radiotelegraph operating room.

- (vii) For the purpose of regularly testing the radiotelegraph auto alarm, the apparatus shall include a generator pre-tuned to the radiotelegraph distress frequency and a keying device by means of which a radiotelegraph alarm signal of the minimum strength indicated in sub-paragraph (i) above is produced. A means shall also be provided for attaching headphones for the purpose of listening to signals received on the radiotelegraph auto alarm.
  - (viii) The radiotelegraph auto alarm shall be capable of withstanding vibration, humidity and changes of temperature, equivalent to severe conditions experienced on board ships at sea, and shall continue to operate under such conditions.
- (b) Before a new type of radiotelegraph auto alarm is approved, the Administration concerned shall be satisfied, by practical tests made under operating conditions equivalent to those obtaining in practice, that the apparatus complies with paragraph (a) of this Regulation.
- (c) In ships fitted with a radiotelegraph auto alarm, its efficiency shall be tested by a radio officer at least once every 24 hours while at sea. If it is not in working order, the radio officer shall report that fact to the master or officer on watch on the bridge.
- (d) A radio officer shall periodically check the proper functioning of the radiotelegraph auto alarm receiver, with its normal antenna connected, by listening to signals and by comparing them with similar signals received on the radiotelegraph distress frequency on the main installation.
- (e) As far as practicable, the radiotelegraph auto alarm, when connected to an antenna shall not affect the accuracy of the direction-finder.

## **Regulation 12**

### *Direction-Finders*

- (a)
  - (i) The direction-finding apparatus required by Regulation 12 of Chapter V shall be efficient and capable of receiving signals with the minimum of receiver noise and of taking bearings from which the true bearing and direction may be determined.
  - (ii) It shall be capable of receiving signals on the radiotelegraph frequencies assigned by the Radio Regulations for the purposes of distress and direction-finding and for maritime radio beacons.
  - (iii) In the absence of interference the direction-finding apparatus shall have a sensitivity sufficient to permit accurate bearings being taken on a signal having a field strength as low as 50 microvolts per metre.



- (iv) As far as is practicable, the direction-finding apparatus shall be so located that as little interference as possible from mechanical or other noise will be caused to the efficient determination of bearings.
  - (v) As far as is practicable, the direction-finding antenna system shall be erected in such a manner that the efficient determination of bearings will be hindered as little as possible by the close proximity of other antennae, derricks, wire halyards or other large metal objects.
  - (vi) An efficient two-way means of calling and voice communication shall be provided between the direction-finder and the bridge.
  - (vii) All direction-finders shall be calibrated to the satisfaction of the Administration on first installation. The calibration shall be verified by check bearings or by a further calibration whenever any changes are made in the position of any antennae or of any structures on deck which might affect appreciably the accuracy of the direction-finder. The calibration particulars shall be checked at yearly intervals, or as near thereto as possible. A record shall be kept of the calibrations and of any checks made of their accuracy.
- (b)
- (i) Radio equipment for homing on the radiotelephone distress frequency shall be capable of taking direction-finding bearings on that frequency without ambiguity of sense within an arc of 30 degrees on either side of the bow.
  - (ii) When installing and testing the equipment referred to in this paragraph due regard should be given to the relevant recommendation of the International Radio Consultative Committee (CCIR).
  - (iii) All reasonable steps shall be taken to ensure the homing capability required by this paragraph. In cases where due to technical difficulties the homing capability cannot be achieved, Administrations may grant to individual ships exemptions from the requirements of this paragraph.

### **Regulation 13**

#### *Radiotelegraph Installation for Fitting in Motor Lifeboats*

- (a) The radiotelegraph installation required by Regulation 14 of Chapter III shall include a transmitter, a receiver and a source of energy. It shall be so designed that it can be used in an emergency by an unskilled person.
- (b) The transmitter shall be capable of transmitting on the radiotelegraph distress frequency using a class of emission assigned by the Radio Regulations for that frequency. The transmitter shall also be capable of transmitting on the frequency, and of using a class of emission, assigned by the Radio Regulations for use by survival craft in the bands between 4,000 kHz and 27,500 kHz.
- (c) The transmitter shall, if modulated emission is prescribed by the Radio Regulations, have a depth of modulation of not less than 70 per cent and a note frequency between 450 and 1,350 Hz.

- (d) In addition to a key for manual transmissions, the transmitter shall be fitted with an automatic keying device for the transmission of the radiotelegraph alarm and distress signals.
- (e) On the radiotelegraph distress frequency the transmitter shall have a minimum normal range (as specified in paragraph (g) of Regulation 10 of this Chapter) of 25 miles using the fixed antenna.\*
- (f) The receiver shall be capable of receiving the radiotelegraph distress frequency and the classes of emission assigned by the Radio Regulations for that frequency.
- (g) The source of energy shall consist of an accumulator battery with sufficient capacity to supply the transmitter for four hours continuously under normal working conditions. If the battery is of a type that requires charging, means shall be available for charging it from the ship's power supply. In addition there shall be a means for charging it after the lifeboat has been launched.
- (h) When the power for the radiotelegraph installation and the searchlight required by Regulation 14 of Chapter III are drawn from the same battery, it shall have sufficient capacity to provide for the additional load of the searchlight.
- (i) A fixed-type antenna will be provided together with means for supporting it at the maximum practicable height. In addition an antenna supported by a kite or balloon shall be provided if practicable.
- (j) At sea a radio officer shall at weekly intervals test the transmitter using a suitable artificial antenna, and shall bring the battery up to full charge if it is of a type which requires charging.

#### Regulation 14

##### *Portable Radio Apparatus for Survival Craft*

- (a) The apparatus required by Regulation 13 of Chapter III shall include a transmitter, a receiver, an antenna and a source of energy. It shall be so designed that it can be used in an emergency by an unskilled person.
- (b) The apparatus shall be readily portable, watertight, capable of floating in sea water and capable of being dropped into the sea without damage. New equipment shall be as light-weight and compact as practicable and shall preferably be capable of use in both lifeboats and liferafts.
- (c) The transmitter shall be capable of transmitting on the radiotelegraph distress frequency using a class of emission assigned by the Radio Regulations for that frequency, and, in the bands between 4,000 kHz and 27,500 kHz, of transmitting on the radiotelegraph frequency, and of using a class of emission assigned by the Radio Regulations for survival craft. However, the Administration may permit the transmitter to be capable of transmitting on the radiotelephone distress frequency, and of using a class of emission assigned by the

\* In the absence of a measurement of the field strength, it may be assumed that this range will be obtained if the product of the height of the antenna above the water-line and the antenna current (R.M.S. value) is 10 metre-amperes.

Radio Regulations for that frequency, as an alternative or in addition to transmission on the radiotelegraph frequency assigned by the Radio Regulations for survival craft in the bands between 4,000 kHz and 27,500 kHz.

(d) The transmitter shall, if modulated emission is prescribed by the Radio Regulations, have a depth of modulation of not less than 70 per cent and in the case of radiotelegraph emission have a note frequency between 450 and 1,350 Hz.

(e) In addition to a key for manual transmissions, the transmitter shall be fitted with an automatic keying device for the transmission of the radiotelegraph alarm and distress signals. If the transmitter is capable of transmitting on the radiotelephone distress frequency, it shall be fitted with an automatic device, complying with the requirements of paragraph (e) of Regulation 16 of this Chapter, for transmitting the radiotelephone alarm signal.

(f) The receiver shall be capable of receiving the radiotelegraph distress frequency and the classes of emission assigned by the Radio Regulations for that frequency. If the transmitter is capable of transmitting on the radiotelephone distress frequency the receiver shall also be capable of receiving that frequency and a class of emission assigned by the Radio Regulations for that frequency.

(g) The antenna shall be either self-supporting or capable of being supported by the mast of a lifeboat at the maximum practicable height. In addition it is desirable that an antenna supported by a kite or balloon shall be provided if practicable.

(h) The transmitter shall supply an adequate radio frequency power\* to the antenna required by paragraph (a) of this Regulation and shall preferably derive its supply from a hand generator. If operated from a battery, the battery shall comply with conditions laid down by the Administration to ensure that it is of a durable type and is of adequate capacity.

(i) At sea a radio officer or a radiotelephone operator, as appropriate, shall at weekly intervals test the transmitter, using a suitable artificial antenna and shall bring the battery up to full charge if it is of a type which requires charging.

(j) For the purpose of this Regulation, new equipment means equipment supplied to a ship after the date of entry into force of the present Convention.

### **Regulation 15**

#### *Radiotelephone Stations*

(a) The radiotelephone station shall be in the upper part of the ship and so located that it is sheltered to the greatest possible extent from noise which might impair the correct reception of messages and signals.

\* It may be assumed that the purposes of this Regulation will be satisfied by the following performance:

At least 10 watts input to the anode of the final stage or a radio-frequency output of at least 20 watts (A2 emission) at 500 kHz into an artificial antenna having an effective resistance of 15 ohms and  $100 \times 10^{-12}$  farads capacitance in series. The depth of modulation shall be at least 70 per cent.



- (b) There shall be efficient communication between the radiotelephone station and the bridge.
- (c) A reliable clock shall be securely mounted in such a position that the entire dial can be easily observed from the radiotelephone operating position.
- (d) A reliable emergency light shall be provided, independent of the system which supplies the normal lighting of the radiotelephone installation, and permanently arranged so as to be capable of providing adequate illumination of the operating controls of the radiotelephone installation, of the clock required by paragraph (c) of this Regulation and of the card of instructions required by paragraph (f).
- (e) Where a source of energy consists of a battery or batteries, the radiotelephone station shall be provided with a means of assessing the charge condition.
- (f) A card of instructions giving a clear summary of the radiotelephone distress procedure shall be displayed in full view of the radiotelephone operating position.

### Regulation 16

#### *Radiotelephone Installations*

- (a) The radiotelephone installation shall include transmitting and receiving equipment, and appropriate sources of energy (referred to in the following paragraphs as "the transmitter", "the receiver", "the radiotelephone distress frequency watch receiver", and "the source of energy" respectively).
- (b) The transmitter shall be capable of transmitting on the radiotelephone distress frequency and on at least one other frequency in the bands between 1,605 kHz and 2,850 kHz, using the classes of emission assigned by the Radio Regulations for these frequencies. In normal operation a double sideband transmission or a single sideband transmission with full carrier (i.e., A3H) shall have a depth of modulation of at least 70 per cent at peak intensity. Modulation of a single sideband transmission with reduced or suppressed carrier (A3A, A3J) shall be such that the intermodulation products shall not exceed the values given in the Radio Regulations.
- (c)
  - (i) In the case of cargo ships of 500 tons gross tonnage and upwards but less than 1,600 tons gross tonnage the transmitter shall have a minimum normal range of 150 miles, i.e., it shall be capable of transmitting clearly perceptible signals from ship to ship by day and under normal conditions and circumstances over this range.\* (Clearly perceptible signals will normally be received if the R.M.S. value of the field strength produced at the receiver by the unmodulated carrier is at least 25 microvolts per metre.)
  - (ii) In the case of cargo ships of 300 tons gross tonnage and upwards but less than 500 tons gross tonnage:

\* In the absence of field strength measurements, it may be assumed that this range will be obtained by a power in the antenna of 15 watts (unmodulated carrier) with an antenna efficiency of 27 per cent.

- (1) for existing installations the transmitter shall have a minimum normal range of at least 75 miles; and
- (2) for new installations the transmitter shall produce a power in the antenna of at least 15 watts (unmodulated carrier).

(d) The transmitter shall be fitted with a device for generating the radiotelephone alarm signal by automatic means so designed as to prevent actuation by mistake. The device shall be capable of being taken out of operation at any time in order to permit the immediate transmission of a distress message. Arrangements shall be made to check periodically the proper functioning of the device on frequencies other than the radiotelephone distress frequency using a suitable artificial antenna.

(e) The device required by paragraph (d) of this Regulation shall comply with the following requirements:

- (i) The tolerance of the frequency of each tone shall be  $\pm 1.5$  per cent.
- (ii) The tolerance on the duration of each tone shall be  $\pm 50$  milliseconds.
- (iii) The interval between successive tones shall not exceed 50 milliseconds.
- (iv) The ratio of the amplitude of the stronger tone to that of the weaker shall be within the range 1 to 1.2.

(f) The receiver required by paragraph (a) of this Regulation shall be capable of receiving the radiotelephone distress frequency and at least one other frequency available for maritime radiotelephone stations in the bands between 1,605 kHz and 2,850 kHz, using the classes of emission assigned by the Radio Regulations for these frequencies. In addition the receiver shall permit the reception of such other frequencies, using the classes of emission assigned by the Radio Regulations, as are used for the transmission by radiotelephony of meteorological messages and such other communications relating to the safety of navigation as may be considered necessary by the Administration. The receiver shall have sufficient sensitivity to produce signals by means of a loudspeaker when the receiver input is as low as 50 microvolts.

(g) The radiotelephone distress frequency watch receiver shall be preset to this frequency. It shall be provided with a filtering unit or a device to silence the loudspeaker in the absence of a radiotelephone alarm signal. The device shall be capable of being easily switched in and out and may be used when, in the opinion of the master, conditions are such that maintenance of the listening watch would interfere with the safe navigation of the ship.

(h) To permit rapid change-over from transmission to reception when manual switching is used, the control for the switching device shall, where practicable, be located on the microphone or the telephone handset.

(i) While the ship is at sea, there shall be available at all times a main source of energy sufficient to operate the installation over the normal range required by paragraph (c) of this Regulation. If batteries are provided they shall under all circumstances have sufficient capacity to operate the transmitter and receiver for

at least six hours continuously under normal working conditions.\* In installations in cargo ships of 500 tons gross tonnage and upwards but less than 1,600 tons gross tonnage made on or after 19 November 1952, a reserve source of energy shall be provided in the upper part of the ship unless the main source of energy is so situated.

- (j) The reserve source of energy, if provided, may be used only to supply:
  - (i) the radiotelephone installation;
  - (ii) the emergency light required by paragraph (d) of Regulation 15 of this Chapter;
  - (iii) the device required by paragraph (d) of this Regulation, for generating the radiotelephone alarm signal; and
  - (iv) the VHF installation.
- (k) Notwithstanding the provisions of paragraph (j) of this Regulation, the Administration may authorize the use of the reserve source of energy, if provided, for a direction-finder, if fitted, and for a number of low-power emergency circuits which are wholly confined to the upper part of the ship, such as emergency lighting on the boat deck, on condition that the additional loads can be readily disconnected, and that the source of energy is of sufficient capacity to carry them.
- (l) While at sea, any battery provided shall be kept charged so as to meet the requirements of paragraph (i) of this Regulation.
- (m) An antenna shall be provided and installed and, if suspended between supports liable to whipping, shall in the case of cargo ships of 500 tons gross tonnage and upwards but less than 1,600 tons gross tonnage be protected against breakage. In addition, there shall be a spare antenna completely assembled for immediate replacement or, where this is not practicable, sufficient antenna wire and insulators to enable a spare antenna to be erected. The necessary tools to erect an antenna shall also be provided.

### Regulation 17

#### *VHF Radiotelephone Stations*

- (a) When a VHF radiotelephone station is provided in accordance with Regulation 18 of Chapter V, it shall be in the upper part of the ship and include a VHF radiotelephone installation complying with the provisions of this Regulation and comprising a transmitter and receiver, a source of power capable of actuating them at their rated power levels, and an antenna suitable for efficient radiating and receiving signals at the operating frequencies.

\* For the purpose of determining the electrical load to be supplied by batteries required to have six hours reserve capacity, the following formula is recommended as a guide:  
½ of the current consumption necessary for speech transmission  
+ current consumption of receiver  
+ current consumption of all additional loads to which the batteries may supply energy in time of distress or emergency.



(b) Such a VHF installation shall conform to the requirements laid down in the Radio Regulations for equipment used in the VHF Maritime Mobile Radiotelephone Service and shall be capable of operation on those channels specified by the Radio Regulations and as may be required by the Contracting Government referred to in Regulation 18 of Chapter V.

(c) The Contracting Government shall not require the transmitter R.F. carrier power output to be greater than 10 watts. The antenna shall, in so far as is practicable, have an unobstructed view in all directions.\*

(d) Control of the VHF channels required for navigational safety shall be immediately available on the bridge convenient to the conning position and, where necessary, facilities should also be available to permit radiocommunications from the wings of the bridge.

### Regulation 18

#### *Radiotelephone Auto Alarms*

(a) The radiotelephone auto alarm shall comply with the following minimum requirements:

- (i) the frequencies of maximum response of the tuned circuits, and other tone selecting devices, shall be subject to a tolerance of  $\pm 1.5$  per cent in each instance; and the response shall not fall below 50 per cent of the maximum response for frequencies within 3 per cent of the frequency of maximum response;
- (ii) in the absence of noise and interference, the automatic receiving equipment shall be capable of operating from the alarm signal in a period of not less than four and not more than six seconds;
- (iii) the automatic receiving equipment shall respond to the alarm signal, under conditions of intermittent interference caused by atmospherics and powerful signals other than the alarm signal, preferably without any manual adjustment being required during any period of watch maintained by the equipment;
- (iv) the automatic receiving equipment shall not be actuated by atmospherics or by strong signals other than the alarm signal;
- (v) the automatic receiving equipment shall be effective beyond the range at which speech transmission is satisfactory;
- (vi) the automatic receiving equipment shall be capable of withstanding vibration, humidity, changes of temperature and variations in power supply voltage equivalent to the severe conditions experienced on board ships at sea, and shall continue to operate under such conditions;

\* For guidance purposes, it is assumed that each ship would be fitted with a vertically polarized unity gain antenna at a nominal height of 9.15 metres (30 feet) above water, a transmitter R.F. power output of 10 watts, and a receiver sensitivity of 2 microvolts across the input terminals for 20 db signal-to-noise ratio.

- (vii) the automatic receiving equipment should, as far as practicable, give warning of faults that would prevent the apparatus from performing its normal functions during watch hours.
- (b) Before a new type of radiotelephone auto alarm is approved, the Administration concerned shall be satisfied by practical tests, made under operating conditions equivalent to those obtained in practice, that the apparatus complies with paragraph (a) of this Regulation.

## PART D – RADIO LOGS

### Regulation 19

#### *Radio Logs*

- (a) The radio log (diary of the radio service) required by the Radio Regulations for a ship which is fitted with a radiotelegraph station in accordance with Regulation 3 or Regulation 4 of this Chapter shall be kept in the radiotelegraph operating room during the voyage. Every radio officer shall enter in the log his name, the times at which he goes on and off watch, and all incidents connected with the radio service which occur during his watch which may appear to be of importance to safety of life at sea. In addition, there shall be entered in the log:
  - (i) the entries required by the Radio Regulations;
  - (ii) details of the maintenance, including a record of the charging of the batteries, in such form as may be prescribed by the Administration;
  - (iii) a daily statement that the requirement of paragraph (p) of Regulation 10 of this Chapter has been fulfilled;
  - (iv) details of the tests of the reserve transmitter and reserve source of energy made under paragraph (s) of Regulation 10 of this Chapter;
  - (v) in ships fitted with a radiotelegraph auto alarm details of tests made under paragraph (c) of Regulation 11 of this Chapter;
  - (vi) details of the maintenance of the batteries, including a record of the charging (if applicable) required by paragraph (j) of Regulation 13 of this Chapter, and details of the tests required by that paragraph in respect of the transmitters fitted in motor lifeboats;
  - (vii) details of the maintenance of the batteries, including a record of the charging (if applicable) required by paragraph (i) of Regulation 14 of this Chapter, and details of the tests required by that paragraph in respect of portable radio apparatus for survival craft;
  - (viii) the time at which the listening watch was discontinued in accordance with paragraph (d) of Regulation 6 of this Chapter, together with the reason and the time at which the listening watch was resumed.

(b) The radio log (diary of the radio service) required by the Radio Regulations for a ship which is fitted with a radiotelephone station in accordance with Regulation 4 of this Chapter shall be kept at the place where listening watch is maintained. Every qualified operator, and every master, officer or crew member carrying out a listening watch in accordance with Regulation 7 of this Chapter, shall enter in the log, with his name, the details of all incidents connected with the radio service which occur during his watch which may appear to be of importance to safety of life at sea. In addition, there shall be entered in the log:

- (i) the details required by the Radio Regulations;
- (ii) the time at which listening watch begins when the ship leaves port, and the time at which it ends when the ship reaches port;
- (iii) the time at which listening watch is for any reason discontinued, together with the reason, and the time at which listening watch is resumed;
- (iv) details of the maintenance of the batteries (if provided), including a record of the charging required by paragraph (l) of Regulation 16 of this Chapter;
- (v) details of the maintenance of the batteries, including a record of the charging (if applicable) required by paragraph (i) of Regulation 14 of this Chapter, and details of the tests required by that paragraph in respect of portable radio apparatus for survival craft.

(c) Radio logs shall be available for inspection by the officers authorized by the Administration to make such inspection.



## CHAPTER V

### SAFETY OF NAVIGATION

#### Regulation 1

##### *Application*

This Chapter, unless otherwise expressly provided in this Chapter, applies to all ships on all voyages, except ships of war and ships solely navigating the Great Lakes of North America and their connecting and tributary waters as far east as the lower exit of the St. Lambert Lock at Montreal in the Province of Quebec, Canada.

#### Regulation 2

##### *Danger Messages*

(a) The master of every ship which meets with dangerous ice, a dangerous derelict, or any other direct danger to navigation, or a tropical storm, or encounters sub-freezing air temperatures associated with gale force winds causing severe ice accretion on superstructures, or winds of force 10 or above on the Beaufort scale for which no storm warning has been received, is bound to communicate the information by all the means at his disposal to ships in the vicinity, and also to the competent authorities at the first point on the coast with which he can communicate. The form in which the information is sent is not obligatory. It may be transmitted either in plain language (preferably English) or by means of the International Code of Signals. It should be broadcast to all ships in the vicinity and sent to the first point on the coast to which communication can be made, with a request that it be transmitted to the appropriate authorities.

(b) Each Contracting Government will take all steps necessary to ensure that when intelligence of any of the dangers specified in paragraph (a) of this Regulation is received, it will be promptly brought to the knowledge of those concerned and communicated to other interested Governments.

(c) The transmission of messages respecting the dangers specified is free of cost to the ships concerned.

(d) All radio messages issued under paragraph (a) of this Regulation shall be preceded by the Safety Signal, using the procedure as prescribed by the Radio Regulations as defined in Regulation 2 of Chapter IV.

#### Regulation 3

##### *Information required in Danger Messages*

The following information is required in danger messages:

- (a) *Ice, Derelicts and other Direct Dangers to Navigation*
  - (i) The kind of ice, derelict or danger observed.

- (ii) The position of the ice, derelict or danger when last observed.
  - (iii) The time and date (Greenwich Mean Time) when danger last observed.
- (b) *Tropical Storms* (Hurricanes in the West Indies, Typhoons in the China Sea, Cyclones in Indian waters, and storms of a similar nature in other regions)
- (i) A statement that a tropical storm has been encountered. This obligation should be interpreted in a broad spirit, and information transmitted whenever the master has good reason to believe that a tropical storm is developing or exists in his neighbourhood.
  - (ii) Time, date (Greenwich Mean Time) and position of ship when the observation was taken.
  - (iii) As much of the following information as is practicable should be included in the message:
    - barometric pressure, preferably corrected (stating millibars, millimetres, or inches, and whether corrected or uncorrected);
    - barometric tendency (the change in barometric pressure during the past three hours);
    - true wind direction;
    - wind force (Beaufort scale);
    - state of the sea (smooth, moderate, rough, high);
    - swell (slight, moderate, heavy) and the true direction from which it comes. Period or length of swell (short, average, long) would also be of value;
    - true course and speed of ship.
- (c) *Subsequent Observations*
- When a master has reported a tropical or other dangerous storm, it is desirable, but not obligatory, that further observations be made and transmitted hourly, if practicable, but in any case at intervals of not more than three hours, so long as the ship remains under the influence of the storm.
- (d) *Winds of force 10 or above on the Beaufort scale for which no storm warning has been received*
- This is intended to deal with storms other than the tropical storms referred to in paragraph (b) of this Regulation; when such a storm is encountered, the message should contain similar information to that listed under that paragraph but excluding the details concerning sea and swell.
- (e) *Sub-freezing air temperatures associated with gale force winds causing severe ice accretion on superstructures*
- (i) Time and date (Greenwich Mean Time).
  - (ii) Air temperature.
  - (iii) Sea temperature (if practicable).
  - (iv) Wind force and direction.

*Examples**Ice*

TTT Ice. Large berg sighted in 4605 N., 4410 W., at 0800 GMT. May 15.

*Derelicts*

TTT Derelict. Observed derelict almost submerged in 4006 N., 1243 W., at 1630 GMT. April 21.

*Danger to Navigation*

TTT Navigation. Alpha lightship not on station. 1800 GMT. January 3.

*Tropical Storm*

TTT Storm. 0030 GMT. August 18. 2004 N., 11354 E. Barometer corrected 994 millibars, tendency down 6 millibars. Wind NW., force 9, heavy squalls. Heavy easterly swell. Course 067, 5 knots.

TTT Storm. Appearances indicate approach of hurricane. 1300 GMT. September 14. 2200 N., 7236 W. Barometer corrected 29.64 inches, tendency down .015 inches. Wind NE., force 8, frequent rain squalls. Course 035, 9 knots.

TTT Storm. Conditions indicate intense cyclone has formed. 0200 GMT. May 4. 1620 N., 9203 E. Barometer uncorrected 753 millimetres, tendency down 5 millimetres. Wind S. by W., force 5. Course 300, 8 knots.

TTT Storm. Typhoon to southeast. 0300 GMT. June 12. 1812 N., 12605 E. Barometer falling rapidly. Wind increasing from N.

TTT Storm. Wind force 11, no storm warning received. 0300 GMT. May 4. 4830 N., 30 W. Barometer corrected 983 millibars, tendency down 4 millibars. Wind SW., force 11 veering. Course 260, 6 knots.

*Icing*

TTT experiencing severe icing. 1400 GMT. March 2. 69 N., 10 W. Air temperature 18. Sea temperature 29. Wind NE., force 8.

**Regulation 4***Meteorological Services*

(a) The Contracting Governments undertake to encourage the collection of meteorological data by ships at sea and to arrange for their examination, dissemination and exchange in the manner most suitable for the purpose of aiding navigation. Administrations shall encourage the use of instruments of a high degree of accuracy, and shall facilitate the checking of such instruments upon request.

(b) In particular, the Contracting Governments undertake to co-operate in carrying out, as far as practicable, the following meteorological arrangements:

- (i) To warn ships of gales, storms and tropical storms, both by the issue of radio messages and by the display of appropriate signals at coastal points.
- (ii) To issue daily, by radio, weather bulletins suitable for shipping, containing data of existing weather, waves and ice, forecasts and, when practicable, sufficient additional information to enable simple



weather charts to be prepared at sea and also to encourage the transmission of suitable facsimile weather charts.

- (iii) To prepare and issue such publications as may be necessary for the efficient conduct of meteorological work at sea and to arrange, if practicable, for the publication and making available of daily weather charts for the information of departing ships.
- (iv) To arrange for selected ships to be equipped with tested instruments (such as a barometer, a barograph, a psychrometer, and suitable apparatus for measuring sea temperature) for use in this service, and to take meteorological observations at main standard times for surface synoptic observations (at least four times daily, whenever circumstances permit) and to encourage other ships to take observations in a modified form, particularly when in areas where shipping is sparse; these ships to transmit their observations by radio for the benefit of the various official meteorological services, repeating the information for the benefit of ships in the vicinity. When in the vicinity of a tropical storm, or of a suspected tropical storm, ships should be encouraged to take and transmit their observations at more frequent intervals whenever practicable, bearing in mind navigational preoccupations of ships' officers during storm conditions.
- (v) To arrange for the reception and transmission by coast radio stations of weather messages from and to ships. Ships which are unable to communicate direct with shore shall be encouraged to relay their weather messages through ocean weather ships or through other ships which are in contact with shore.
- (vi) To encourage all masters to inform ships in the vicinity and also shore stations whenever they experience a wind speed of 50 knots or more (force 10 on the Beaufort scale).
- (vii) To endeavour to obtain a uniform procedure in regard to the international meteorological services already specified, and, as far as is practicable, to conform to the Technical Regulations and recommendations made by the World Meteorological Organization, to which the Contracting Governments may refer for study and advice any meteorological question which may arise in carrying out the present Convention.

(c) The information provided for in this Regulation shall be furnished in form for transmission and transmitted in the order of priority prescribed by the Radio Regulations, and during transmission "to all stations" of meteorological information, forecasts and warnings, all ship stations must conform to the provisions of the Radio Regulations.

(d) Forecasts, warnings, synoptic and other meteorological reports intended for ships shall be issued and disseminated by the national service in the best position to serve various zones and areas, in accordance with mutual arrangements made by the Contracting Governments concerned.

### **Regulation 5**

#### *Ice Patrol Service*

(a) The Contracting Governments undertake to continue an ice patrol and a service for study and observation of ice conditions in the North Atlantic. During

the whole of the ice season the south-eastern, southern and south-western limits of the regions of icebergs in the vicinity of the Grand Banks of Newfoundland shall be guarded for the purpose of informing passing ships of the extent of this dangerous region; for the study of ice conditions in general; and for the purpose of affording assistance to ships and crews requiring aid within the limits of operation of the patrol ships. During the rest of the year the study and observation of ice conditions shall be maintained as advisable.

(b) Ships and aircraft used for the ice patrol service and the study and observation of ice conditions may be assigned other duties by the managing Government, provided that such other duties do not interfere with their primary purpose or increase the cost of this service.

### Regulation 6

#### *Ice Patrol. Management and Cost*

(a) The Government of the United States of America agrees to continue the management of the ice patrol service and the study and observation of ice conditions, including the dissemination of information received therefrom. The Contracting Governments specially interested in these services undertake to contribute to the expense of maintaining and operating these services; each contribution to be based upon the total gross tonnage of the vessels of each contributing Government passing through the regions of icebergs guarded by the Ice Patrol; in particular, each Contracting Government specially interested undertakes to contribute annually to the expense of maintaining and operating these services a sum determined by the ratio which the total gross tonnage of that Contracting Government's vessels passing during the ice season through the regions of icebergs guarded by the Ice Patrol bears to the combined total gross tonnage of the vessels of all contributing Governments passing during the ice season through the regions of icebergs guarded by the Ice Patrol. Non-contracting Governments specially interested may contribute to the expense of maintaining and operating these services on the same basis. The managing Government will furnish annually to each contributing Government a statement of the total cost of maintaining and operating the Ice Patrol and of the proportionate share of each contributing Government.

(b) Each of the contributing Governments has the right to alter or discontinue its contribution, and other interested Governments may undertake to contribute to the expense. The contributing Government which avails itself of this right will continue responsible for its current contribution up to 1 September following the date of giving notice of intention to alter or discontinue its contribution. To take advantage of the said right it must give notice to the managing Government at least six months before the said 1 September.

(c) If, at any time, the United States Government should desire to discontinue these services, or if one of the contributing Governments should express a wish to relinquish responsibility for its pecuniary contribution, or to have its contribution altered, or another Contracting Government should desire to undertake to contribute to the expense, the contributing Governments shall settle the question in accordance with their mutual interests.



(d) The contributing Governments shall have the right by common consent to make from time to time such alterations in the provisions of this Regulation and of Regulation 5 of this Chapter as appear desirable.

(e) Where this Regulation provides that a measure may be taken after agreement among the contributing Governments, proposals made by any Contracting Government for effecting such a measure shall be communicated to the managing Government which shall approach the other contributing Governments with a view to ascertaining whether they accept such proposals, and the results of the enquiries thus made shall be sent to the other contributing Governments and the Contracting Government making the proposals. In particular, the arrangements relating to contributions to the cost of the services shall be reviewed by the contributing Governments at intervals not exceeding three years. The managing Government shall initiate the action necessary to this end.

### **Regulation 7**

#### *Speed Near Ice*

When ice is reported on or near his course the master of every ship at night is bound to proceed at a moderate speed or to alter his course so as to go well clear of the danger zone.

### **Regulation 8**

#### *Routeing*

(a) The practice of following, particularly in converging areas, routes adopted for the purpose of separation of traffic including avoidance of passage through areas designated as areas to be avoided by ships or certain classes of ships, or for the purpose of avoiding unsafe conditions, has contributed to the safety of navigation and is recommended for use by all ships concerned.

(b) The Organization is recognized as the only international body for establishing and adopting measures on an international level concerning routeing and areas to be avoided by ships or certain classes of ships. It will collate and disseminate to Contracting Governments all relevant information.

(c) The selection of the routes and the initiation of action with regard to them, and the delineation of what constitutes converging areas, will be primarily the responsibility of the Governments concerned. In the development of routeing schemes which impinge upon international waters, or such other schemes they may wish adopted by the Organization, they will give due consideration to relevant information published by the Organization.

(d) Contracting Governments will use their influence to secure the appropriate use of adopted routes and will do everything in their power to ensure adherence to the measures adopted by the Organization in connexion with routeing of ships.

(e) Contracting Governments will also induce all ships proceeding on voyages in the vicinity of the Grand Banks of Newfoundland to avoid, as far as practicable, the fishing banks of Newfoundland north of latitude 43° N and to pass outside regions known or believed to be endangered by ice.



**Regulation 9***Misuse of Distress Signals*

The use of an international distress signal, except for the purpose of indicating that a ship or aircraft is in distress, and the use of any signal which may be confused with an international distress signal, are prohibited on every ship or aircraft.

**Regulation 10***Distress Messages – Obligations and Procedures*

- (a) The master of a ship at sea, on receiving a signal from any source that a ship or aircraft or survival craft thereof is in distress, is bound to proceed with all speed to the assistance of the persons in distress informing them if possible that he is doing so. If he is unable or, in the special circumstances of the case, considers it unreasonable or unnecessary to proceed to their assistance, he must enter in the logbook the reason for failing to proceed to the assistance of the persons in distress.
- (b) The master of a ship in distress, after consultation, so far as may be possible, with the masters of the ships which answer his call for assistance, has the right to requisition such one or more of those ships as he considers best able to render assistance, and it shall be the duty of the master or masters of the ship or ships requisitioned to comply with the requisition by continuing to proceed with all speed to the assistance of persons in distress.
- (c) The master of a ship shall be released from the obligation imposed by paragraph (a) of this Regulation when he learns that one or more ships other than his own have been requisitioned and are complying with the requisition.
- (d) The master of a ship shall be released from the obligation imposed by paragraph (a) of this Regulation, and, if his ship has been requisitioned, from the obligation imposed by paragraph (b) of this Regulation, if he is informed by the persons in distress or by the master of another ship which has reached such persons that assistance is no longer necessary.
- (e) The provisions of this Regulation do not prejudice the International Convention for the unification of certain rules with regard to Assistance and Salvage at Sea, signed at Brussels on 23 September 1910,<sup>[1]</sup> particularly the obligation to render assistance imposed by Article 11 of that Convention.

**Regulation 11***Signalling Lamps*

All ships of over 150 tons gross tonnage, when engaged on international voyages, shall have on board an efficient daylight signalling lamp which shall not be solely dependent upon the ship's main source of electrical power.

<sup>1</sup> TS 576; 37 Stat. 1658. [Footnote added by the Department of State.]

**Regulation 12***Shipborne Navigational Equipment*

(a) All ships of 1,600 tons gross tonnage and upwards shall be fitted with a radar of a type approved by the Administration. Facilities for plotting radar readings shall be provided on the bridge in those ships.

(b) All ships of 1,600 tons gross tonnage and upwards, when engaged on international voyages, shall be fitted with radio direction-finding apparatus complying with the provisions of Regulation 12 of Chapter IV. The Administration may, in areas where it considers it unreasonable or unnecessary for such apparatus to be carried, exempt any ship of less than 5,000 tons gross tonnage from this requirement, due regard being had to the fact that radio direction-finding apparatus is of value both as a navigational instrument and as an aid to locating ships, aircraft or survival craft.

(c) All ships of 1,600 tons gross tonnage and upwards, when engaged on international voyages, shall be fitted with a gyro-compass in addition to the magnetic compass. The Administration, if it considers it unreasonable or unnecessary to require a gyro-compass, may exempt any ship of less than 5,000 tons gross tonnage from this requirement.

(d) All new ships of 500 tons gross tonnage and upwards, when engaged on international voyages, shall be fitted with an echo-sounding device.

(e) Whilst all reasonable steps shall be taken to maintain the apparatus in an efficient condition, malfunction of the radar equipment, the gyro-compass or the echo-sounding device shall not be considered as making the ship unseaworthy or as a reason for delaying the ship in ports where repair facilities are not readily available.

(f) All new ships of 1,600 tons gross tonnage and upwards, when engaged on international voyages, shall be fitted with radio equipment for homing on the radiotelephone distress frequency complying with the relevant provisions of paragraph (b) of Regulation 12 of Chapter IV.

**Regulation 13***Manning*

The Contracting Governments undertake, each for its national ships, to maintain, or, if it is necessary, to adopt, measures for the purpose of ensuring that, from the point of view of safety of life at sea, all ships shall be sufficiently and efficiently manned.

**Regulation 14***Aids to Navigation*

The Contracting Governments undertake to arrange for the establishment and maintenance of such aids to navigation, including radio beacons and electronic aids as, in their opinion, the volume of traffic justifies and the degree of risk requires, and to arrange for information relating to these aids to be made available to all concerned.

**Regulation 15***Search and Rescue*

(a) Each Contracting Government undertakes to ensure that any necessary arrangements are made for coast watching and for the rescue of persons in distress at sea round its coasts. These arrangements should include the establishment, operation and maintenance of such maritime safety facilities as are deemed practicable and necessary having regard to the density of the seagoing traffic and the navigational dangers and should, so far as possible, afford adequate means of locating and rescuing such persons.

(b) Each Contracting Government undertakes to make available information concerning its existing rescue facilities and the plans for changes therein, if any.

**Regulation 16***Life-Saving Signals*

The following signals shall be used by life-saving stations and maritime rescue units when communicating with ships or persons in distress and by ships or persons in distress when communicating with life-saving stations and maritime rescue units. The signals used by aircraft engaged in search and rescue operations to direct ships are indicated in paragraph (d) below. An illustrated table describing the signals listed below shall be readily available to the officer of the watch of every ship to which this Chapter applies.

(a) Replies from life-saving stations or maritime rescue units to distress signals made by a ship or person:

<i>Signal</i>	<i>Signification</i>
<i>By day</i> – Orange smoke signal or combined light and sound signal (thunderlight) consisting of three single signals which are fired at intervals of approximately one minute. <i>By night</i> – White star rocket consisting of three single signals which are fired at intervals of approximately one minute.	“You are seen – assistance will be given as soon as possible.” (Repetition of such signals shall have the same meaning.)

If necessary the day signals may be given at night or the night signals by day.

(b) Landing signals for the guidance of small boats with crews or persons in distress:

<i>Signal</i>	<i>Signification</i>
<i>By day</i> – Vertical motion of a white flag or the arms or firing of a green star-signal or signalling the code letter “K” (—) given by light or sound-signal apparatus. <i>By night</i> – Vertical motion of a white light or flare, or firing of a green star-signal or signalling the code letter “K” (—) given by light or sound-signal apparatus. A range (indication of direction) may be given by placing a steady white light or flare at a lower level and in line with the observer.	“This is the best place to land.”



Signal	Signification
<p><i>By day</i> – Horizontal motion of a white flag or arms extended horizontally or firing of a red star-signal or signalling the code letter “S” (···) given by light or sound-signal apparatus.</p> <p><i>By night</i> – Horizontal motion of a white light or flare or firing of a red star-signal or signalling the code letter “S” (···) given by light or sound-signal apparatus.</p>	<p>“Landing here highly dangerous.”</p>

<p><i>By day</i> – Horizontal motion of a white flag, followed by the placing of the white flag in the ground and the carrying of another white flag in the direction to be indicated or firing of a red star-signal vertically and a white star-signal in the direction towards the better landing place or signalling the code letter “S” (···) followed by the code letter “R” (·—·) if a better landing place for the craft in distress is located more to the right in the direction of approach or the code letter “L” (·—·) if a better landing place for the craft in distress is located more to the left in the direction of approach.</p>	<p>“Landing here highly dangerous. A more favourable location for landing is in the direction indicated.”</p>
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<p><i>By night</i> – Horizontal motion of a white light or flare, followed by the placing of the white light or flare on the ground and the carrying of another white light or flare in the direction to be indicated or firing of a red star-signal vertically and a white star-signal in the direction towards the better landing place or signalling the code letter “S” (···) followed by code letter “R” (·—·) if a better landing place for the craft in distress is located more to the right in the direction of approach or the code letter “L” (·—·) if a better landing place for the craft in distress is located more to the left in the direction of approach.</p>	<p>“Landing here highly dangerous. A more favourable location for landing is in the direction indicated.”</p>
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(c) Signals to be employed in connexion with the use of shore life-saving apparatus:

<i>Signal</i>	<i>Signification</i>
<i>By day</i> – Vertical motion of a white flag or the arms or firing of a green star-signal. <i>By night</i> – Vertical motion of a white light or flare or firing of a green star-signal.	In general – “Affirmative.” Specifically: “Rocket line is held.” “Tail block is made fast.” “Hawser is made fast.” “Man is in the breeches buoy.” “Haul away.”
<i>By day</i> – Horizontal motion of a white flag or arms extended horizontally or firing of a red star-signal. <i>By night</i> – Horizontal motion of a white light or flare or firing of a red star-signal.	In general – “Negative.” Specifically: “Slack away.” “Avast hauling.”

(d) Signals used by aircraft engaged on search and rescue operations to direct ships towards an aircraft, ship or person in distress (see explanatory Note below):

(i) The following procedures performed in sequence by an aircraft mean that the aircraft is directing a surface craft towards an aircraft or a surface craft in distress:

- (1) circling the surface craft at least once;
- (2) crossing the projected course of the surface craft close ahead at a low altitude, opening and closing the throttle or changing the propeller pitch;
- (3) heading in the direction in which the surface craft is to be directed.

Repetition of such procedures has the same meaning.

(ii) The following procedure performed by an aircraft means that the assistance of the surface craft to which the signal is directed is no longer required:

- crossing the wake of the surface craft close astern at a low altitude, opening and closing the throttle or changing the propeller pitch.

Note: Advance notification of changes in these signals will be given by the Organization as necessary.

### Regulation 17

#### *Pilot Ladders and Mechanical Pilot Hoists*

Ships engaged on voyages in the course of which pilots are likely to be employed shall comply with the following requirements:

(a) *Pilot Ladders*

- (i) The ladder shall be efficient for the purpose of enabling pilots to embark and disembark safely, kept clean and in good order and may

be used by officials and other persons while a ship is arriving at or leaving a port.

- (ii) The ladder shall be secured in a position so that it is clear from any possible discharges from the ship, that each step rests firmly against the ship's side, that it is clear so far as is practicable of the finer lines of the ship and that the pilot can gain safe and convenient access to the ship after climbing not less than 1.5 metres (5 feet) and not more than 9 metres (30 feet). A single length of ladder shall be used capable of reaching the water from the point of access to the ship; in providing for this due allowance shall be made for all conditions of loading and trim of the ship and for an adverse list of 15 degrees. Whenever the distance from sea level to the point of access to the ship is more than 9 metres (30 feet), access from the pilot ladder to the ship shall be by means of an accommodation ladder or other equally safe and convenient means.
- (iii) The steps of the pilot ladder shall be:
  - (1) of hardwood, or other material of equivalent properties, made in one piece free of knots, having an efficient non-slip surface; the four lowest steps may be made of rubber of sufficient strength and stiffness or of other suitable material of equivalent characteristics;
  - (2) not less than 480 millimetres (19 inches) long, 115 millimetres ( $4\frac{1}{2}$  inches) wide, and 25 millimetres (1 inch) in depth, excluding any non-slip device;
  - (3) equally spaced not less than 300 millimetres (12 inches) nor more than 380 millimetres (15 inches) apart and be secured in such a manner that they will remain horizontal.
- (iv) No pilot ladder shall have more than two replacement steps which are secured in position by a method different from that used in the original construction of the ladder and any steps so secured shall be replaced as soon as reasonably practicable by steps secured in position by the method used in the original construction of the ladder. When any replacement step is secured to the side ropes of the ladder by means of grooves in the sides of the step, such grooves shall be in the longer sides of the step.
- (v) The side ropes of the ladder shall consist of two uncovered manila ropes not less than 60 millimetres ( $2\frac{1}{4}$  inches) in circumference on each side. Each rope shall be continuous with no joints below the top step. Two man-ropes properly secured to the ship and not less than 65 millimetres ( $2\frac{1}{2}$  inches) in circumference and a safety line shall be kept at hand ready for use if required.
- (vi) Battens made of hardwood, or other material of equivalent properties, in one piece and not less than 1.80 metres (5 feet 10 inches) long shall be provided at such intervals as will prevent the pilot ladder from twisting. The lowest batten shall be on the fifth step from the bottom of the ladder and the interval between any batten and the next shall not exceed 9 steps.
- (vii) Means shall be provided to ensure safe and convenient passage on to or into and off the ship between the head of the pilot ladder or of



any accommodation ladder or other appliance provided. Where such passage is by means of a gateway in the rails or bulwark, adequate handholds shall be provided. Where such passage is by means of a bulwark ladder, such ladder shall be securely attached to the bulwark rail or platform and two handhold stanchions shall be fitted at the point of boarding or leaving the ship not less than 0.70 metre (2 feet 3 inches) nor more than 0.80 metre (2 feet 7 inches) apart. Each stanchion shall be rigidly secured to the ship's structure at or near its base and also at a higher point, shall be not less than 40 millimetres (1½ inches) in diameter and shall extend not less than 1.20 metres (3 feet 11 inches) above the top of the bulwark.

- (viii) Lighting shall be provided at night such that both the pilot ladder overside and also the position where the pilot boards the ship shall be adequately lit. A lifebuoy equipped with a self-igniting light shall be kept at hand ready for use. A heaving line shall be kept at hand ready for use if required.
- (ix) Means shall be provided to enable the pilot ladder to be used on either side of the ship.
- (x) The rigging of the ladder and the embarkation and disembarkation of a pilot shall be supervised by a responsible officer of the ship.
- (xi) Where on any ship constructional features such as rubbing bands would prevent the implementation of any of these provisions, special arrangements shall be made to the satisfaction of the Administration to ensure that persons are able to embark and disembark safely.

(b) *Mechanical Pilot Hoists*

- (i) A mechanical pilot hoist, if provided, and its ancillary equipment shall be of a type approved by the Administration. It shall be of such design and construction as to ensure that the pilot can be embarked and disembarked in a safe manner including a safe access from the hoist to the deck and *vice versa*.
- (ii) A pilot ladder complying with the provisions of paragraph (a) of this Regulation shall be kept on deck adjacent to the hoist and available for immediate use.

**Regulation 18**

*VHF Radiotelephone Stations*

When a Contracting Government requires ships navigating in an area under its sovereignty to be provided with a Very High Frequency (VHF) radiotelephone station to be used in conjunction with a system which it has established in order to promote safety of navigation, such station shall comply with the provisions of Regulation 17 of Chapter IV and shall be operated in accordance with Regulation 8 of Chapter IV.

**Regulation 19***Use of the Automatic Pilot*

- (a) In areas of high traffic density, in conditions of restricted visibility and in all other hazardous navigational situations where the automatic pilot is used, it shall be possible to establish human control of the ship's steering immediately.
- (b) In circumstances as above, it shall be possible for the officer of the watch to have available without delay the services of a qualified helmsman who shall be ready at all times to take over steering control.
- (c) The change-over from automatic to manual steering and *vice versa* shall be made by or under the supervision of a responsible officer.

**Regulation 20***Nautical Publications*

All ships shall carry adequate and up-to-date charts, sailing directions, lists of lights, notices to mariners, tide tables and all other nautical publications necessary for the intended voyage.

**Regulation 21***International Code of Signals*

All ships which in accordance with the present Convention are required to carry a radiotelegraph or a radiotelephone installation shall carry the International Code of Signals. This publication shall also be carried by any other ship which in the opinion of the Administration has a need to use it.

## CHAPTER VI

### CARRIAGE OF GRAIN

#### PART A – GENERAL PROVISIONS

##### Regulation 1

###### *Application*

Unless expressly provided otherwise, this Chapter, including Parts A, B and C, applies to the carriage of grain in all ships to which the present Regulations apply.

##### Regulation 2

###### *Definitions*

- (a) The term “grain” includes wheat, maize (corn), oats, rye, barley, rice, pulses, seeds and processed forms thereof, whose behaviour is similar to that of grain in its natural state.
- (b) The term “filled compartment” refers to any compartment in which, after loading and trimming as required under Regulation 3, the bulk grain is at its highest possible level.
- (c) The term “partly filled compartment” refers to any compartment wherein bulk grain is not loaded in the manner prescribed in paragraph (b) of this Regulation.
- (d) The term “angle of flooding” ( $\theta_f$ ) means an angle of heel at which openings in the hull, superstructures or deckhouses, which cannot be closed weathertight, immerse. In applying this definition, small openings through which progressive flooding cannot take place need not be considered as open.

##### Regulation 3

###### *Trimming of Grain*

All necessary and reasonable trimming shall be performed to level all free grain surfaces and to minimize the effect of grain shifting.

- (a) In any “filled compartment”, the bulk grain shall be trimmed so as to fill all the spaces under the decks and hatch covers to the maximum extent possible.
- (b) After loading, all free grain surfaces in “partly filled compartments” shall be level.



(c) The Administration issuing the document of authorization may, under Regulation 9 of this Chapter, grant dispensation from trimming in those cases where the underdeck void geometry resulting from free flowing grain into a compartment, which may be provided with feeding ducts, perforated decks or other similar means, is taken into account to its satisfaction when calculating the void depths.

#### Regulation 4

##### *Intact Stability Requirements*

(a) The calculations required by this Regulation shall be based upon the stability information provided in accordance with Regulation 19 of Chapter II-1, of the present Convention, or with the requirements of the Administration issuing the document of authorization under Regulation 10 of this Chapter.

(b) The intact stability characteristics of any ship carrying bulk grain shall be shown to meet, throughout the voyage, at least the following criteria after taking into account in the manner described in Part B, the heeling moments due to grain shift:

- (i) the angle of heel due to the shift of grain shall be not greater than 12 degrees except that an Administration giving authorization in accordance with Regulation 10 of this Chapter may require a lesser angle of heel if it considers that experience shows this to be necessary;\*
- (ii) in the statical stability diagram, the net or residual area between the heeling arm curve and the righting arm curve up to the angle of heel of maximum difference between the ordinates of the two curves, or 40 degrees or the "angle of flooding" ( $\theta_f$ ), whichever is the least, shall in all conditions of loading be not less than 0.075 metre-radians; and
- (iii) the initial metacentric height, after correction for the free surface effects of liquids in tanks, shall be not less than 0.30 metre.

(c) Before loading bulk grain the master shall, if so required by the Contracting Government of the country of the port of loading, demonstrate the ability of the ship at all stages of any voyage to comply with the stability criteria required by paragraph (b) of this Regulation using the information approved and issued under Regulations 10 and 11 of this Chapter.

(d) After loading, the master shall ensure that the ship shall be upright before proceeding to sea.

#### Regulation 5

##### *Longitudinal Divisions and Saucers*

(a) In both "filled compartments" and "partly filled compartments", longitudinal divisions may be provided as a device either to reduce the adverse heeling effect of grain shift or to limit the depth of cargo used for securing the grain surface. Such divisions shall be fitted grain-tight and constructed in accordance with the provisions of Section I of Part C of this Chapter.

\* For example, the permissible angle of heel might be limited to the angle of heel at which the edge of the weather deck would be immersed in still water.

(b) In a "filled compartment", a division, if fitted to reduce the adverse effects of grain shift, shall:

- (i) in a 'tween-deck compartment extend from deck to deck; and
- (ii) in a hold extend downwards from the underside of the deck or hatch covers as described in Section II of Part B of this Chapter.

Except in the case of linseed and other seeds having similar properties, a longitudinal division beneath a hatchway may be replaced by a saucer formed in the manner described in Section I of Part C of this Chapter.

(c) In a "partly filled compartment", a division, if fitted, shall extend from one-eighth of the maximum breadth of the compartment above the level of the grain surface and to the same distance below the grain surface. When used to limit the depth of overstowing, the height of the centreline division shall be at least 0.6 metre above the level grain surface.

(d) Furthermore, the adverse heeling effects of grain shift may be reduced by tightly stowing the wings and ends of a compartment with bagged grain or other suitable cargo adequately restrained from shifting.

#### **Regulation 6**

##### *Securing*

(a) Unless account is taken of the adverse heeling effect due to grain shift in accordance with these Regulations, the surface of the bulk grain in any "partly filled compartment" shall be level and topped off with bagged grain tightly stowed and extending to a height of not less than one-sixteenth of the maximum breadth of the free grain surface or 1.2 metres, whichever is the greater. Instead of bagged grain, other suitable cargo exerting at least the same pressure may be used.

(b) The bagged grain or such other suitable cargo shall be supported in the manner described in Section II of Part C of this Chapter. Alternatively, the bulk grain surface may be secured by strapping or lashing as described in that Section.

#### **Regulation 7**

##### *Feeders and Trunks*

If feeders or trunks are fitted, proper account shall be taken of the effects thereof when calculating the heeling moments as described in Section III of Part B of this Chapter. The strength of the divisions forming the boundaries of such feeders shall conform with the provisions of Section I of Part C of this Chapter.

#### **Regulation 8**

##### *Combination Arrangements*

Lower holds and 'tween-deck spaces in way thereof may be loaded as one compartment provided that, in calculating transverse heeling moments, proper account is taken of the flow of grain into the lower spaces.

**Regulation 9***Application of Parts B and C*

An Administration or a Contracting Government on behalf of an Administration may authorize departure from the assumptions contained in Parts B and C of this Chapter in those cases where it considers this to be justified having regard to the provisions for loading or the structural arrangements, provided the stability criteria in paragraph (b) of Regulation 4 of this Chapter are met. Where such authorization is granted under this Regulation, particulars shall be included in the document of authorization or grain loading data.

**Regulation 10***Authorization*

(a) A document of authorization shall be issued for every ship loaded in accordance with the Regulations of this Chapter either by the Administration or an organization recognized by it or by a Contracting Government on behalf of the Administration. It shall be accepted as evidence that the ship is capable of complying with the requirements of these Regulations.

(b) The document shall accompany and refer to the grain loading stability booklet provided to enable the master to meet the requirements of paragraph (c) of Regulation 4 of this Chapter. This booklet shall meet the requirements of Regulation 11 of this Chapter.

(c) Such a document, grain loading stability data and associated plans may be drawn up in the official language or languages of the issuing country. If the language used is neither English nor French, the text shall include a translation into one of these languages.

(d) A copy of such a document, grain loading stability data and associated plans shall be placed on board in order that the master, if so required, shall produce them for the inspection of the Contracting Government of the country of the port of loading.

(e) A ship without such a document of authorization shall not load grain until the master demonstrates to the satisfaction of the Administration or the Contracting Government of the port of loading on behalf of the Administration that the ship in its proposed loaded condition will comply with the requirements of these Regulations.

**Regulation 11***Grain Loading Information*

This information shall be sufficient to allow the master to determine in all reasonable loading conditions the heeling moments due to grain shift calculated in accordance with Part B of this Chapter. It shall include the following:

(a) Information which shall be approved by the Administration or by a Contracting Government on behalf of the Administration:



- (i) curves or tables of grain heeling moments for every compartment, filled or partly filled, or combination thereof, including the effects of temporary fittings;
  - (ii) tables of maximum permissible heeling moments or other information sufficient to allow the master to demonstrate compliance with the requirements of paragraph (c) of Regulation 4 of this Chapter;
  - (iii) details of the scantlings of any temporary fittings and where applicable the provisions necessary to meet the requirements of Section I(E) of Part C of this Chapter;
  - (iv) typical loaded service departure and arrival conditions and where necessary, intermediate worst service conditions;
  - (v) a worked example for the guidance of the master;
  - (vi) loading instructions in the form of notes summarizing the requirements of this Chapter.
- (b) Information which shall be acceptable to the Administration or to a Contracting Government on behalf of the Administration:
- (i) ship's particulars;
  - (ii) lightship displacement and the vertical distance from the intersection of the moulded base line and midship section to the centre of gravity (KG);
  - (iii) table of free surface corrections;
  - (iv) capacities and centres of gravity.

## **Regulation 12**

### *Equivalents*

Where an equivalent accepted by the Administration in accordance with Regulation 5 of Chapter I of this Convention is applied, particulars shall be included in the document of authorization or grain loading data.

## **Regulation 13**

### *Exemptions for Certain Voyages*

The Administration, or a Contracting Government on behalf of the Administration may, if it considers that the sheltered nature and conditions of the voyage are such as to render the application of any of the requirements of Regulations 3 to 12 of this Chapter unreasonable or unnecessary, exempt from those particular requirements individual ships or classes of ships.

**PART B – CALCULATION OF ASSUMED HEELING MOMENTS****SECTION I – DESCRIPTION OF THE ASSUMED VOIDS AND  
METHOD OF CALCULATING INTACT  
STABILITY****SECTION II – ASSUMED VOLUMETRIC HEELING MOMENT  
OF A FILLED COMPARTMENT****SECTION III – ASSUMED VOLUMETRIC HEELING MOMENT  
OF FEEDERS AND TRUNKS****SECTION IV – ASSUMED VOLUMETRIC HEELING MOMENT  
OF PARTLY FILLED COMPARTMENTS****SECTION V – ALTERNATIVE LOADING ARRANGEMENTS  
FOR EXISTING SHIPS****SECTION I – DESCRIPTION OF THE ASSUMED VOIDS AND METHOD  
OF CALCULATING INTACT STABILITY****(A) GENERAL**

(a) For the purpose of calculating the adverse heeling moment due to a shift of cargo surface in ships carrying bulk grain it shall be assumed that:

- (i) In “filled compartments” which have been trimmed in accordance with Regulation 3 of this Chapter a void exists under all boundary surfaces having an inclination to the horizontal less than 30 degrees and that the void is parallel to the boundary surface having an average depth calculated according to the formula:

$$Vd = Vd_1 + 0.75(d - 600) \text{ mm}$$

Where:

$Vd$  = Average void depth in mm;

$Vd_1$  = Standard void depth from Table I below;

$d$  = Actual girder depth in mm.

In no case shall  $Vd$  be assumed to be less than 100 mm.

TABLE I

Distance from hatchend or hatchside to boundary of compartment	Standard void depth $Vd_1$
<i>metres</i>	<i>mm</i>
0.5	570
1.0	530
1.5	500
2.0	480
2.5	450
3.0	440
3.5	430
4.0	430
4.5	430
5.0	430
5.5	450
6.0	470
6.5	490
7.0	520
7.5	550
8.0	590

*Notes on Table I:*

For distances greater than 8.0 metres the standard void depth  $Vd_1$  shall be linearly extrapolated at 80 mm increase for each 1.0 metre increase in distance. Where there is a difference in depth between the hatchside girder or its continuation and the hatchend beam the greater depth shall be used except that:

- (1) when the hatchside girder or its continuation is shallower than the hatchend beam the voids abreast the hatchway may be calculated using the lesser depth; and
  - (2) when the hatchend beam is shallower than the hatchside girder or its continuation the voids fore and aft of the hatchway inboard of the continuation of the hatchside girder may be calculated using the lesser depth;
  - (3) where there is a raised deck clear of a hatchway the average void depth measured from the underside of the raised deck shall be calculated using the standard void depth in association with a girder depth of the hatchend beam plus the height of the raised deck.
- (ii) In "filled compartments" which are not trimmed in accordance with Regulation 3 of this Chapter and where the boundary surface has an inclination to the horizontal which is less than 30 degrees, the cargo surface has an inclination of 30 degrees to the horizontal after loading.



- (iii) Within filled hatchways and in addition to any open void within the hatch cover there is a void of average depth of 150 mm measured down to the grain surface from the lowest part of the hatch cover or the top of the hatchside coaming, whichever is the lower.
- (b) The description of the pattern of grain surface behaviour to be assumed in "partly filled compartments" is shown in Section IV of this Part.
- (c) For the purpose of demonstrating compliance with the stability criteria in paragraph (b) of Regulation 4 of this Chapter (see Figure 1), the ship's stability calculations shall be normally based upon the assumption that the centre of gravity of cargo in a "filled compartment" is at the volumetric centre of the whole cargo space. In those cases where the Administration authorizes account to be taken of the effect of assumed underdeck voids on the vertical position of the centre of gravity of the cargo in "filled compartments" it will be necessary to compensate for the adverse effect of the vertical shift of grain surfaces by increasing the assumed heeling moment due to the transverse shift of grain as follows:

$$\text{total heeling moment} = 1.06 \times \text{calculated transverse heeling moment.}$$

In all cases the weight of cargo in a "filled compartment" shall be the volume of the whole cargo space divided by the stowage factor.

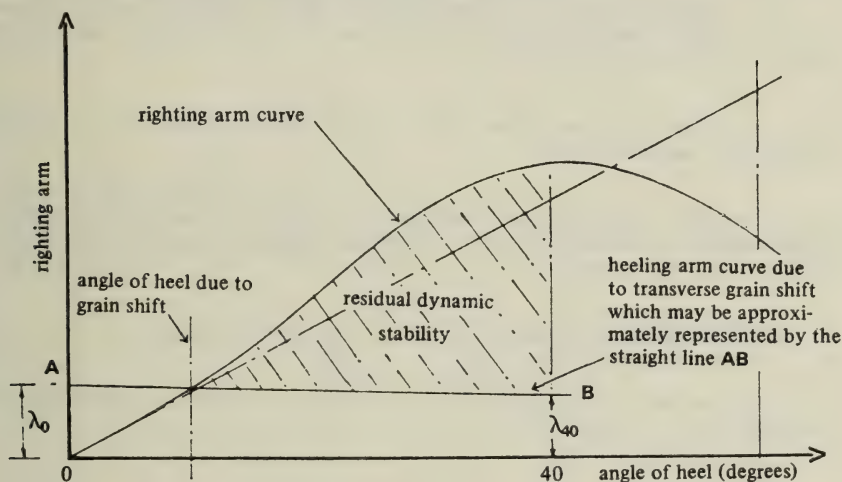


Figure 1

Notes on Figure 1:

- (1) Where:

$$\lambda_0 = \frac{\text{Assumed Volumetric Heeling Moment due to Transverse Shift}}{\text{Stowage Factor} \times \text{Displacement}};$$

$$\lambda_{40} = 0.8 \times \lambda_0;$$

Stowage factor = Volume per unit weight of grain cargo;

Displacement = Weight of ship, fuel, fresh water, stores etc. and cargo.

- (2) The righting arm curve shall be derived from cross-curves which are sufficient in number to accurately define the curve for the purpose of these requirements and shall include cross-curves at 12 degrees and 40 degrees.

(d) In "partly filled compartments" the adverse effect of the vertical shift of grain surfaces shall be taken into account as follows:

$$\text{total heeling moment} = 1.12 \times \text{calculated transverse heeling moment.}$$

(e) Any other equally effective method may be adopted to make the compensation required in paragraphs (c) and (d) above.

## SECTION II - ASSUMED VOLUMETRIC HEELING MOMENT OF A FILLED COMPARTMENT

### (A) GENERAL

(a) The pattern of grain surface movement relates to a transverse section across the portion of the compartment being considered and the resultant heeling moment should be multiplied by the length to obtain the total moment for that portion.

(b) The assumed transverse heeling moment due to grain shifting is a consequence of final changes of shape and position of voids after grain has moved from the high side to the low side.

(c) The resulting grain surface after shifting shall be assumed to be at 15 degrees to the horizontal.

(d) In calculating the maximum void area that can be formed against a longitudinal structural member, the effects of any horizontal surfaces, e.g. flanges or face bars, shall be ignored.

(e) The total areas of the initial and final voids shall be equal.

(f) A discontinuous longitudinal division shall be considered effective over its full length.

### (B) ASSUMPTIONS

In the following paragraphs it is assumed that the total heeling moment for a compartment is obtained by adding the results of separate considerations of the following portions:

(a) *Before and abaft hatchways:*

(i) If a compartment has two or more main hatchways through which loading may take place the depth of the underdeck void for the portion(s) between such hatchways shall be determined using the fore and aft distance to the midpoint between the hatchways.

- (ii) After the assumed shift of grain the final void pattern shall be as shown in Figure 2 below:

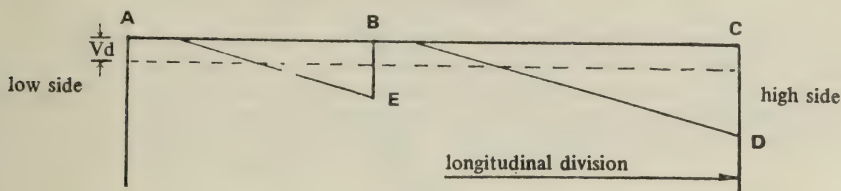


Figure 2

Notes on Figure 2:

- (1) If the maximum void area which can be formed against the girder at B is less than the initial area of the void under AB, i.e.  $AB \times Vd$ , the excess area shall be assumed to transfer to the final void on the high side.
- (2) If the longitudinal division at C is one which has been provided in accordance with sub-paragraph (b)(ii) of Regulation 5 of this Chapter it shall extend to at least 0.6 metre below D or E whichever gives the greater depth.

(b) *In and abreast hatchways:*

After the assumed shift of grain the final void pattern shall be as shown in the following Figure 3 or Figure 4.

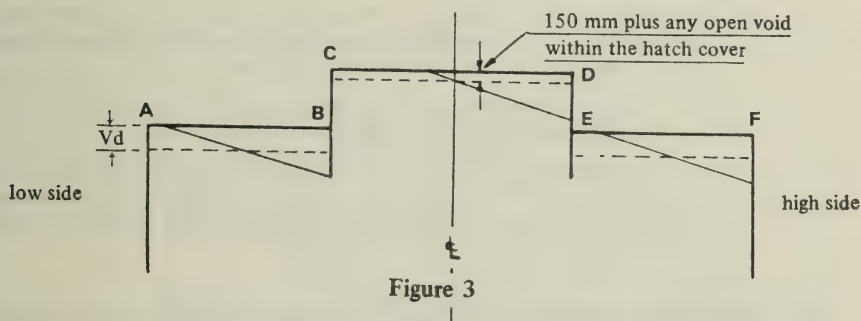


Figure 3

Notes on Figure 3:

- (1) AB Any area in excess of that which can be formed against the girder at B shall transfer to the final void area in the hatchway.
- (2) CD Any area in excess of that which can be formed against the girder at E shall transfer to the final void area on the high side.



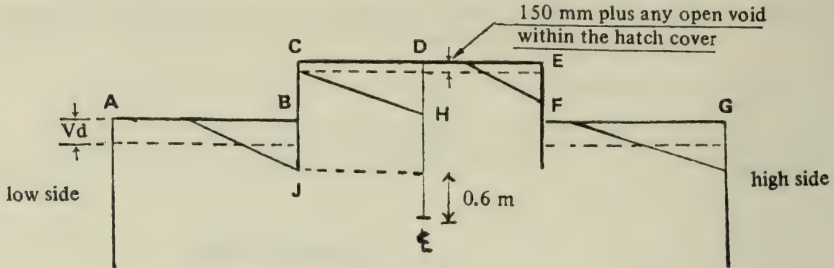


Figure 4

*Notes on Figure 4:*

- (1) If the centreline division is one which has been provided in accordance with subparagraph (b)(ii) of Regulation 5 of this Chapter it shall extend to at least 0.6 metre below H or J whichever gives the greater depth.
- (2) The excess void area from AB shall transfer to the low side half of the hatchway in which two separate final void areas will be formed viz. one against the centreline division and the other against the hatchside coaming and girder on the high side.
- (3) If a bagged saucer or bulk bundle is formed in a hatchway it shall be assumed, for the purpose of calculating transverse heeling moment, that such a device is at least equivalent to the centreline division.

(C) COMPARTMENTS LOADED IN COMBINATION

The following paragraphs describe the pattern of void behaviour which shall be assumed when compartments are loaded in combination:

(a) *Without effective centreline divisions:*

- (i) Under the upper deck – as for the single deck arrangement described in Section II(B) of this Part.
- (ii) Under the second deck – the area of void available for transfer from the low side, i.e. original void area less area against the hatchside girder, shall be assumed to transfer as follows:

one half to the upper deck hatchway and one quarter each to the high side under the upper and second deck.

- (iii) Under the third and lower decks – the void areas available for transfer from the low side of each of these decks shall be assumed to transfer in equal quantities to all the voids under the decks on the high side and the void in the upper deck hatchway.

(b) *With effective centreline divisions which extend into the upper deck hatchway:*

- (i) At all deck levels abreast the division the void areas available for transfer from the low side shall be assumed to transfer to the void under the low side half of the upper deck hatchway.
- (ii) At the deck level immediately below the bottom of the division the void area available for transfer from the low side shall be assumed to transfer as follows:

one half to the void under the low side half of the upper deck hatchway and the remainder in equal quantities to the voids under the decks on the high side.

- (iii) At deck levels lower than those described in sub-paragraphs (i) and (ii) of this paragraph the void area available for transfer from the low side of each of those decks shall be assumed to transfer in equal quantities to the voids in each of the two halves of the upper deck hatchway on each side of the division and the voids under the decks on the high side.

- (c) *With effective centreline divisions which do not extend into the upper deck hatchway:*

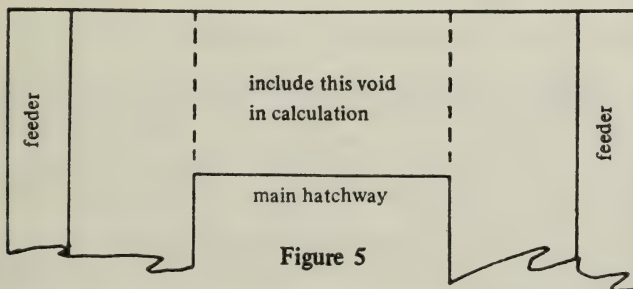
Since no horizontal transfer of voids may be assumed to take place at the same deck level as the division the void area available for transfer from the low side at this level shall be assumed to transfer above the division to voids on the high sides in accordance with the principles of paragraphs (a) and (b) above.

### SECTION III - ASSUMED VOLUMETRIC HEELING MOMENT OF FEEDERS AND TRUNKS

#### (A) SUITABLY PLACED WING FEEDERS (See Figure 5)

It may be assumed that under the influence of ship motion underdeck voids will be substantially filled by the flow of grain from a pair of longitudinal feeders provided that:

- (a) the feeders extend for the full length of the deck and that the perforations therein are adequately spaced;
- (b) the volume of each feeder is equal to the volume of the underdeck void out-board of the hatchside girder and its continuation.



### (B) TRUNKS SITUATED OVER MAIN HATCHWAYS

After the assumed shift of grain the final void pattern shall be as shown in Figure 6.

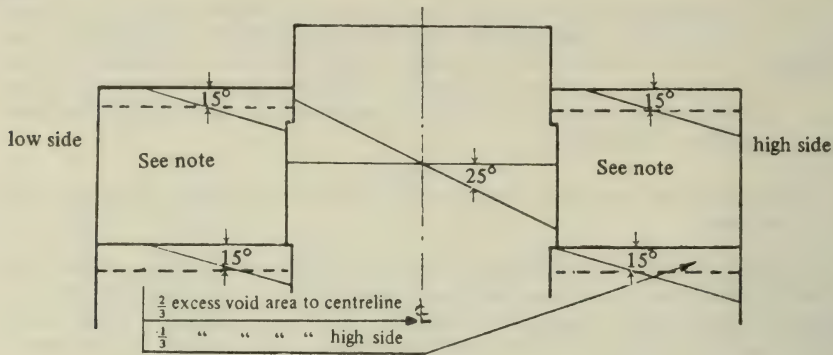


Figure 6

*Note on Figure 6:*

If the wing spaces in way of the trunk cannot be properly trimmed in accordance with Regulation 3 of this Chapter it shall be assumed that a 25 degree surface shift takes place.

#### SECTION IV - ASSUMED VOLUMETRIC HEELING MOMENT OF PARTLY FILLED COMPARTMENTS

### (A) GENERAL

When the free surface of the bulk grain has not been secured in accordance with Regulation 6 of this Chapter it shall be assumed that the grain surface after shifting shall be at 25 degrees to the horizontal.

### (B) DISCONTINUOUS LONGITUDINAL DIVISIONS

In a compartment in which the longitudinal divisions are not continuous between the transverse boundaries, the length over which any such divisions are effective as devices to prevent full width shifts of grain surfaces shall be taken to be the actual length of the portion of the division under consideration less two-sevenths of the greater of the transverse distances between the division and its adjacent division or ship's side.

This correction does not apply in the lower compartments of any combination loading in which the upper compartment is either a "filled compartment" or a "partly filled compartment".



**SECTION V – ALTERNATIVE LOADING ARRANGEMENTS FOR  
EXISTING SHIPS****(A) GENERAL**

A ship loaded in accordance with either Sub-Section (B) or Sub-Section (C) below shall be considered to have intact stability characteristics at least equivalent to the requirements of paragraph (b) of Regulation 4 of this Chapter. Documents of authorization permitting such loadings shall be accepted under the provisions of paragraph (e) of Regulation 10 of this Chapter.

For the purpose of this Part, the term “Existing Ship” means a ship, the keel of which is laid before the date of coming into force of this Chapter.

**(B) STOWAGE OF SPECIALLY SUITABLE SHIPS**

(a) Notwithstanding anything contained in Part B of this Chapter, bulk grain may be carried without regard to the requirements specified therein in ships which are constructed with two or more vertical or sloping grain-tight longitudinal divisions suitably disposed to limit the effect of any transverse shift of grain under the following conditions:

- (i) as many holds and compartments as possible shall be full and trimmed full;
- (ii) for any specified arrangement of stowage the ship will not list to an angle greater than 5 degrees at any stage of the voyage where:
  - (1) in holds or compartments which have been trimmed full the grain surface settled 2 per cent by volume from the original surface and shifts to an angle of 12 degrees with that surface under all boundaries of these holds and compartments which have an inclination of less than 30 degrees to the horizontal;
  - (2) in “partly filled compartments or holds” free grain surfaces settle and shift as in sub-paragraph (ii)(1) of this paragraph or to such larger angle as may be deemed necessary by the Administration, or by a Contracting Government on behalf of the Administration, and grain surfaces if overstowed in accordance with Regulation 5 of this Chapter shift to an angle of 8 degrees with the original levelled surfaces. For the purpose of sub-paragraph (ii) of this paragraph shifting boards, if fitted, will be considered to limit the transverse shift of the surface of the grain;
- (iii) the master is provided with a grain loading plan covering the stowage arrangements to be adopted and a stability booklet, both approved by the Administration, or by a Contracting Government on behalf of the Administration, showing the stability conditions upon which the calculations given in sub-paragraph (ii) of this paragraph are based.

(b) The Administration, or a Contracting Government on behalf of the Administration, shall prescribe the precautions to be taken against shifting in all other conditions of loading of ships designed in accordance with paragraph (B)(a) of this Section which meet the requirements of sub-paragraphs (ii) and (iii) of that paragraph.

## (C) SHIPS WITHOUT DOCUMENTS OF AUTHORIZATION

A ship not having on board documents of authorization issued in accordance with Regulations 4 and 10 of this Chapter may be permitted to load bulk grain under the requirements of Sub-Section (B) of this Section or provided that:

(a) All "filled compartments" shall be fitted with centreline divisions extending for the full length of such compartments which extend downwards from the underside of the deck or hatch covers to a distance below the deck line of at least one-eighth of the maximum breadth of the compartment or 2.4 metres, whichever is the greater except that saucers constructed in accordance with Section II of Part C may be accepted in lieu of a centreline division in and beneath a hatchway.

(b) All hatches to "filled compartments" shall be closed and covers secured in place.

(c) All free grain surfaces in "partly filled compartments" shall be trimmed level and secured in accordance with Section II of Part C.

(d) Throughout the voyage the metacentric height after correction for the free surface effects of liquids in tanks shall be 0.3 metre or that given by the following formula, whichever is the greater:

$$GM_R = \frac{L B Vd (0.25 B - 0.645 \sqrt{Vd B})}{SF \times \Delta \times 0.0875}$$

Where:

L = total combined length of all full compartments;

B = moulded breadth of vessel;

SF = stowage factor;

Vd = calculated average void depth as per paragraph (a)(i) of Section I(A) of this Part;

Δ = displacement.

## PART C - GRAIN FITTINGS AND SECURING

## SECTION I - STRENGTH OF GRAIN FITTINGS

- (A) General (including working stresses)
- (B) Divisions loaded on both sides
- (C) Divisions loaded on one side only
- (D) Saucers
- (E) Bundling of bulk
- (F) Securing hatch covers of filled compartments

## SECTION II - SECURING OF PARTLY FILLED COMPARTMENTS

- (A) Strapping or lashing
- (B) Overstowing arrangements
- (C) Bagged grain

## SECTION I - STRENGTH OF GRAIN FITTINGS

## (A) GENERAL

(a) *Timber*

All timber used for grain fittings shall be of good sound quality and of a type and grade which has been proved to be satisfactory for this purpose. The actual finished dimensions of the timber shall be in accordance with the dimensions hereinafter specified in this Part. Plywood of an exterior type bonded with waterproof glue and fitted so that the direction of the grain in the face plies is perpendicular to the supporting uprights or binder may be used provided that its strength is equivalent to that of solid timber of the appropriate scantlings.

(b) *Working Stresses*

When calculating the dimensions of divisions loaded on one side, using the Tables in paragraphs (a) and (b) of Sub-Section (C) of this Section, the following working stresses should be adopted:

For divisions of steel. . . . . 2000 kg per square cm

For divisions of wood. . . . . 160 kg per square cm

(c) *Other Materials*

Materials other than wood or steel may be approved for such divisions provided that proper regard has been paid to their mechanical properties.

(d) *Uprights*

- (i) Unless means are provided to prevent the ends of uprights being dislodged from their sockets, the depth of housing at each end of each upright shall be not less than 75 mm. If an upright is not secured at the top, the uppermost shore or stay shall be fitted as near thereto as is practicable.
- (ii) The arrangements provided for inserting shifting boards by removing a part of the cross-section of an upright shall be such that the local level of stresses is not unduly high.
- (iii) The maximum bending moment imposed upon an upright supporting a division loaded on one side shall normally be calculated assuming that the ends of the uprights are freely supported. However, if an Administration is satisfied that any degree of fixity assumed will be achieved in practice, account may be taken of any reduction in the maximum bending moment arising from any degree of fixity provided at the ends of the upright.

(e) *Composite Section*

Where uprights, binders or any other strength members are formed by two separate sections, one fitted on each side of a division and inter-connected by through bolts at adequate spacing, the effective section modules shall be taken as the sum of the two moduli of the separate sections.

(f) *Partial Division*

Where divisions do not extend to the full depth of the hold such divisions and their uprights shall be supported or stayed so as to be as efficient as those which do extend to the full depth of the hold.



## (B) DIVISIONS LOADED ON BOTH SIDES

(a) *Shifting Boards*

- (i) Shifting boards shall have a thickness of not less than 50 mm and shall be fitted grain-tight and where necessary supported by uprights.
- (ii) The maximum unsupported span for shifting boards of various thicknesses shall be as follows:

<i>Thickness</i>	<i>Maximum Unsupported Span</i>
50 mm	2.5 metres
60 mm	3.0 metres
70 mm	3.5 metres
80 mm	4.0 metres

If thicknesses greater than these are provided the maximum unsupported span will vary directly with the increase in thickness.

- (iii) The ends of all shifting boards shall be securely housed with 75 mm minimum bearing length.

(b) *Other Materials*

Divisions formed by using materials other than wood shall have a strength equivalent to the shifting boards required in paragraph (a) of this Sub-Section.

(c) *Uprights*

- (i) Steel uprights used to support divisions loaded on both sides shall have a section modulus given by

$$W = a \times W_1$$

Where:

$W$  = section modulus in  $\text{cm}^3$ ;

$a$  = horizontal span between uprights in metres.

The section modulus per metre span  $W_1$  shall be not less than that given by the formula:

$$W_1 = 14.8 (h_1 - 1.2) \text{ cm}^3 \text{ per metre};$$

Where:

$h_1$  is the vertical unsupported span in metres and shall be taken as the maximum value of the distance between any two adjacent stays or between the stay or either end of the upright. Where this distance is less than 2.4 metres the respective modulus shall be calculated as if the actual value was 2.4 metres.

- (ii) The moduli of wood uprights shall be determined by multiplying by 12.5 the corresponding moduli for steel uprights. If other materials are used their moduli shall be at least that required for steel increased in proportion to the ratio of the permissible stresses for steel to that of the material used. In such cases attention shall be paid also to the relative rigidity of each upright to ensure that the deflection is not excessive.

- (iii) The horizontal distance between uprights shall be such that the unsupported spans of the shifting boards do not exceed the maximum span specified in sub-paragraph (ii) of paragraph (a) of this Sub-Section.

(d) *Shores*

- (i) Wood shores, when used, shall be in a single piece and shall be securely fixed at each end and heeled against the permanent structure of the ship except that they shall not bear directly against the side plating of the ship.
- (ii) Subject to the provisions of sub-paragraphs (iii) and (iv) below, the minimum size of wood shores shall be as follows:

<i>Length of Shore in metres</i>	<i>Rectangular Section</i>	<i>Diameter of Circular Section</i>
	mm	mm
Not exceeding 3 m	150 × 100	140
Over 3 m but not exceeding 5 m	150 × 150	165
Over 5 m but not exceeding 6 m	150 × 150	180
Over 6 m but not exceeding 7 m	200 × 150	190
Over 7 m but not exceeding 8 m	200 × 150	200
Exceeding 8 m	200 × 150	215

Shores of 7 metres or more in length shall be securely bridged at approximately mid-length.

- (iii) When the horizontal distance between the uprights differs significantly from 4 metres, the moments of inertia of the shores may be changed in direct proportion.
- (iv) Where the angle of the shore to the horizontal exceeds 10 degrees the next larger shore to that required by sub-paragraph (ii) of this paragraph shall be fitted provided that in no case shall the angle between any shore and the horizontal exceed 45 degrees.

(e) *Stays*

Where stays are used to support divisions loaded on both sides, they shall be fitted horizontally or as near thereto as practicable, well secured at each end and formed of steel wire rope. The sizes of the wire rope shall be determined assuming that the divisions and upright which the stay supports are uniformly loaded at 500 kg/m<sup>2</sup>. The working load so assumed in the stay shall not exceed one-third of its breaking load.

## (C) DIVISIONS LOADED ON ONE SIDE ONLY

(a) *Longitudinal Divisions*

The load in kg per metre length of the division shall be taken to be as follows:

TABLE I<sup>1</sup>

B (m)

h (m)	2	3	4	5	6	7	8	10
1.5	850	900	1010	1225	1500	1770	2060	2645
2.0	1390	1505	1710	1985	2295	2605	2930	3590
2.5	1985	2160	2430	2740	3090	3435	3800	4535
3.0	2615	2845	3150	3500	3885	4270	4670	5480
3.5	3245	3525	3870	4255	4680	5100	5540	6425
4.0	3890	4210	4590	5015	5475	5935	6410	7370
4.5	4535	4890	5310	5770	6270	6765	7280	8315
5.0	5185	5570	6030	6530	7065	7600	8150	9260
6.0	6475	6935	7470	8045	8655	9265	9890	11150
7.0	7765	8300	8910	9560	10245	10930	11630	13040
8.0	9055	9665	10350	11075	11835	12595	13370	14930
9.0	10345	11030	11790	12590	13425	14260	15110	16820
10.0	11635	12395	13230	14105	15015	15925	16850	18710

h = height of grain in metres from the bottom of the division<sup>2</sup>

B = transverse extent of the bulk grain in metres

For other values of h or B the loads shall be determined by linear interpolation or extrapolation as necessary.

<sup>1</sup> For the purpose of converting the above loads into British units (ton/ft) 1 kg per metre length shall be taken to be equivalent to 0.0003 ton per foot length.

<sup>2</sup> Where the distance from a division to a feeder or hatchway is 1 metre or less, the height - h - shall be taken to the level of the grain within that hatchway or feeder. In all cases the height shall be taken to the overhead deck in way of the division.



(b) *Transverse Divisions*

The load in kg per metre length of the division shall be taken to be as follows:

TABLE II<sup>1</sup>

L (m)

h (m)	2	3	4	5	6	7	8	10	12	14	16
1.5	670	690	730	780	835	890	935	1000	1040	1050	1050
2.0	1040	1100	1170	1245	1325	1400	1470	1575	1640	1660	1660
2.5	1460	1565	1675	1780	1880	1980	2075	2210	2285	2305	2305
3.0	1925	2065	2205	2340	2470	2590	2695	2845	2925	2950	2950
3.5	2425	2605	2770	2930	3075	3205	3320	3480	3570	3595	3595
4.0	2950	3160	3355	3535	3690	3830	3950	4120	4210	4235	4240
4.5	3495	3725	3940	4130	4295	4440	4565	4750	4850	4880	4885
5.0	4050	4305	4535	4735	4910	5060	5190	5385	5490	5525	5530
6.0	5175	5465	5720	5945	6135	6300	6445	6655	6775	6815	6825
7.0	6300	6620	6905	7150	7365	7445	7700	7930	8055	8105	8115
8.0	7425	7780	8090	8360	8590	8685	8950	9200	9340	9395	9410
9.0	8550	8935	9275	9565	9820	9930	10205	10475	10620	10685	10705
10.0	9680	10095	10460	10770	11045	11270	11460	11745	11905	11975	11997

h = height of grain in metres from the bottom of the division<sup>2</sup>

L = longitudinal extent of the bulk grain in metres

For other values of h or L the loads shall be determined by linear interpolation or extrapolation as necessary.

<sup>1</sup> For the purpose of converting the above loads into British units (ton/ft) 1 kg per metre length shall be taken to be equivalent to 0.0003 ton per foot length.

<sup>2</sup> Where the distance from a division to a feeder or hatchway is 1 metre or less, the height - h - shall be taken to the level of the grain within that hatchway or feeder. In all cases the height shall be taken to the overhead deck in way of the division.

(c) *Vertical Distribution of the Loads*

The total load per unit length of divisions shown in the Tables I and II above may, if considered necessary, be assumed to have a trapezoidal distribution with height. In such cases, the reaction loads at the upper and lower ends of a vertical member or upright are not equal. The reaction loads at the upper end expressed as percentages of the total load supported by the vertical member or upright shall be taken to be those shown in Tables III and IV below.

TABLE III

## LONGITUDINAL DIVISIONS LOADED ON ONE SIDE ONLY

Bearing Reaction at the Upper End of Upright as Percentage of Load (Table I)

B (m)

h (m)	2	3	4	5	6	7	8	10
1.5	43.3	45.1	45.9	46.2	46.2	46.2	46.2	46.2
2	44.5	46.7	47.6	47.8	47.8	47.8	47.8	47.8
2.5	45.4	47.6	48.6	48.8	48.8	48.8	48.8	48.8
3	46.0	48.3	49.2	49.4	49.4	49.4	49.4	49.4
3.5	46.5	48.8	49.7	49.8	49.8	49.8	49.8	49.8
4	47.0	49.1	49.9	50.1	50.1	50.1	50.1	50.1
4.5	47.4	49.4	50.1	50.2	50.2	50.2	50.2	50.2
5	47.7	49.4	50.1	50.2	50.2	50.2	50.2	50.2
6	47.9	49.5	50.1	50.2	50.2	50.2	50.2	50.2
7	47.9	49.5	50.1	50.2	50.2	50.2	50.2	50.2
8	47.9	49.5	50.1	50.2	50.2	50.2	50.2	50.2
9	47.9	49.5	50.1	50.2	50.2	50.2	50.2	50.2
10	47.9	49.5	50.1	50.2	50.2	50.2	50.2	50.2

B = transverse extent of the bulk grain in metres

For other values of h or B the reaction loads shall be determined by linear interpolation or extrapolation as necessary.

TABLE IV

## TRANSVERSE DIVISIONS LOADED ON ONE SIDE ONLY

Bearing Reaction at the Upper End of Upright as Percentage of Load (Table II)

h (m)	L (m)										
	2	3	4	5	6	7	8	10	12	14	16
1.5	37.3	38.7	39.7	40.6	41.4	42.1	42.6	43.6	44.3	44.8	45.0
2	39.6	40.6	41.4	42.1	42.7	43.1	43.6	44.3	44.7	45.0	45.2
2.5	41.0	41.8	42.5	43.0	43.5	43.8	44.2	44.7	45.0	45.2	45.2
3	42.1	42.8	43.3	43.8	44.2	44.5	44.7	45.0	45.2	45.3	45.3
3.5	42.9	43.5	43.9	44.3	44.6	44.8	45.0	45.2	45.3	45.3	45.3
4	43.5	44.0	44.4	44.7	44.9	45.0	45.2	45.4	45.4	45.4	45.4
5	43.9	44.3	44.6	44.8	45.0	45.2	45.3	45.5	45.5	45.5	45.5
6	44.2	44.5	44.8	45.0	45.2	45.3	45.4	45.6	45.6	45.6	45.6
7	44.3	44.6	44.9	45.1	45.3	45.4	45.5	45.6	45.6	45.6	45.6
8	44.3	44.6	44.9	45.1	45.3	45.4	45.5	45.6	45.6	45.6	45.6
9	44.3	44.6	44.9	45.1	45.3	45.4	45.5	45.6	45.6	45.6	45.6
10	44.3	44.6	44.9	45.1	45.3	45.4	45.5	45.6	45.6	45.6	45.6

L = longitudinal extent of the bulk grain in metres

For other values of h or L the reaction loads shall be determined by linear interpolation or extrapolation as necessary.

The strength of the end connexions of such vertical members or uprights may be calculated on the basis of the maximum load likely to be imposed at either end. These loads are as follows:

## Longitudinal Divisions

Maximum load at the top.....50% of the appropriate  
total load from Table I

Maximum load at the bottom.....55% of the appropriate  
total load from Table I

## Transverse Divisions

Maximum load at the top.....45% of the appropriate  
total load from Table II

Maximum load at the bottom.....60% of the appropriate  
total load from Table II



The thickness of horizontal wooden boards may also be determined having regard to the vertical distribution of the loading represented by Tables III and IV above and in such cases

$$t = 10a \sqrt{\frac{p \times k}{h \times 213.3}}$$

Where:

t = thickness of board in mm;

a = horizontal span of the board i.e. distance between uprights in metres;

h = head of grain to the bottom of the division in metres;

p = total load per unit length derived from Table I or II in kilogrammes;

k = factor dependent upon vertical distribution of the loading.

When the vertical distribution of the loading is assumed to be uniform, i.e. rectangular, k shall be taken as equal to 1.0. For a trapezoidal distribution

$$k = 1.0 + 0.06(50 - R)$$

Where:

R is the upper end bearing reaction taken from Table III or IV.

#### (d) *Stays or Shores*

The sizes of stays and shores shall be so determined that the loads derived from Tables I and II in the preceding paragraphs (a) and (b) shall not exceed one-third of the breaking loads.

#### (D) SAUCERS

When a saucer is used to reduce the heeling moments in a "filled compartment", its depth, measured from the bottom of the saucer to the deck line, shall be as follows:

For ships with a moulded breadth of up to 9.1 metres, not less than 1.2 metres.

For ships with a moulded breadth of 18.3 metres or more, not less than 1.8 metres.

For ships with a moulded breadth between 9.1 metres and 18.3 metres, the minimum depth of the saucer shall be calculated by interpolation.

The top (mouth) of the saucer shall be formed by the underdeck structure in the way of the hatchway, i.e. hatchside girders or coamings and hatchend beams. The saucer and hatchway above shall be completely filled with bagged grain or other suitable cargo laid down on a separation cloth or its equivalent and stowed tightly against adjacent structures and the portable hatchway beams if the latter are in place.

**(E) BUNDLING OF BULK**

As an alternative to filling the saucer with bagged grain or other suitable cargo a bundle of bulk grain may be used provided that:

(a) The saucer is lined with a material acceptable to the Administration having a tensile strength of not less than 274 kg per 5 cm strip and which is provided with suitable means for securing at the top.

(b) As an alternative to paragraph (a) above a material acceptable to the Administration having a tensile strength of not less than 137 kg per 5 cm strip may be used if the saucer is constructed as follows:

Athwartship lashings acceptable to the Administration shall be placed inside the saucer formed in the bulk grain at intervals of not more than 2.4 metres. These lashings shall be of sufficient length to permit being drawn up tight and secured at the top of the saucer.

Dunnage not less than 25 mm in thickness or other suitable material of equal strength and between 150 to 300 mm in width shall be placed fore and aft over these lashings to prevent the cutting or chafing of the material which shall be placed thereon to line the saucer.

(c) The saucer shall be filled with bulk grain and secured at the top except that when using material approved under paragraph (b) above further dunnage shall be laid on top after lapping the material before the saucer is secured by setting up the lashings.

(d) If more than one sheet of material is used to line the saucer they shall be joined at the bottom either by sewing or a double lap.

(e) The top of the saucer shall be coincidental with the bottom of the beams when these are in place and suitable general cargo or bulk grain may be placed between the beams on top of the saucer.

**(F) SECURING HATCH COVERS OF FILLED COMPARTMENTS**

If there is no bulk grain or other cargo above a "filled compartment" the hatch covers shall be secured in an approved manner having regard to the weight and permanent arrangements provided for securing such covers.

The documents of authorization issued under Regulation 10 of this Chapter shall include reference to the manner of securing considered necessary by the Administration issuing such documents.

**SECTION II—SECURING OF PARTLY FILLED COMPARTMENTS****(A) STRAPPING OR LASHING**

(a) When, in order to eliminate heeling moments in "partly filled compartments", strapping or lashing is utilized, the securing shall be accomplished as follows:

- (i) The grain shall be trimmed and levelled to the extent that it is very slightly crowned and covered with burlap separation cloths, tarpaulins or the equivalent.
- (ii) The separation cloths and/or tarpaulins shall overlap at least 1.8 metres.
- (iii) Two solid floors of rough 25 mm by 150 mm to 300 mm lumber shall be laid with the top floor running longitudinally and nailed to an athwartships bottom floor. Alternatively, one solid floor of 50 mm lumber, running longitudinally and nailed over the top of a 50 mm bottom bearer not less than 150 mm wide, may be used. The bottom bearers shall extend the full breadth of the compartment and shall be spaced not more than 2.4 metres apart. Arrangements utilizing other materials and deemed by an Administration to be equivalent to the foregoing may be accepted.
- (iv) Steel wire rope (19 mm diameter or equivalent), doubled steel strapping (50 mm  $\times$  1.3 mm and having a breaking load of at least 5000 kg), or chain of equivalent strength, each of which shall be set tight by means of a 32 mm turnbuckle, may be used for lashings. A winch tightener, used in conjunction with a locking arm, may be substituted for the 32 mm turnbuckle when steel strapping is used, provided suitable wrenches are available for setting up as necessary. When steel strapping is used, not less than three crimp seals shall be used for securing the ends. When wire is used, not less than four clips shall be used for forming eyes in the lashings.
- (v) Prior to the completion of loading the lashing shall be positively attached to the framing at a point approximately 450 mm below the anticipated final grain surface by means of either a 25 mm shackle or beam clamp of equivalent strength.
- (vi) The lashings shall be spaced not more than 2.4 metres apart and each shall be supported by a bearer nailed over the top of the fore and aft floor. This bearer shall consist of not less than 25 mm by 150 mm lumber or its equivalent and shall extend the full breadth of the compartment.
- (vii) During the voyage the strapping shall be regularly inspected and set up where necessary.

**(B) OVERSTOWING ARRANGEMENTS**

Where bagged grain or other suitable cargo is utilized for the purpose of securing "partly filled compartments", the free grain surface shall be covered with a separation cloth or equivalent or by a suitable platform. Such platforms shall consist of bearers spaced not more than 1.2 metres apart and 25 mm boards laid thereon spaced not more than 100 mm apart. Platforms may be constructed of other materials provided they are deemed by an Administration to be equivalent.

**(C) BAGGED GRAIN**

Bagged grain shall be carried in sound bags which shall be well filled and securely closed.



## CHAPTER VII

### CARRIAGE OF DANGEROUS GOODS

#### Regulation 1

##### *Application*

- (a) Unless expressly provided otherwise, this Chapter applies to the carriage of dangerous goods in all ships to which the present Regulations apply.
- (b) The provisions of this Chapter do not apply to ship's stores and equipment or to particular cargoes carried in ships specially built or converted as a whole for that purpose, such as tankers.
- (c) The carriage of dangerous goods is prohibited except in accordance with the provisions of this Chapter.
- (d) To supplement the provisions of this Chapter each Contracting Government shall issue, or cause to be issued, detailed instructions on the safe packing and stowage of specific dangerous goods or categories of dangerous goods which shall include any precautions necessary in their relation to other cargo.

#### Regulation 2

##### *Classification*

Dangerous goods shall be divided into the following classes:

- Class 1 – Explosives.
- Class 2 – Gases: compressed, liquefied or dissolved under pressure.
- Class 3 – Inflammable\* liquids.
- Class 4.1 – Inflammable solids.
- Class 4.2 – Inflammable solids, or substances, liable to spontaneous combustion.
- Class 4.3 – Inflammable solids, or substances, which in contact with water emit inflammable gases.
- Class 5.1 – Oxidizing substances.
- Class 5.2 – Organic peroxides.
- Class 6.1 – Poisonous (toxic) substances.
- Class 6.2 – Infectious substances.
- Class 7 – Radioactive substances.
- Class 8 – Corrosives.

\* “Inflammable” has the same meaning as “flammable”.

- Class 9 – Miscellaneous dangerous substances, that is any other substance which experience has shown, or may show, to be of such a dangerous character that the provisions of this Chapter should apply to it.

### **Regulation 3**

#### *Packing*

- (a) The packing of dangerous goods shall be:
  - (i) well made and in good condition;
  - (ii) of such a character that any interior surface with which the contents may come in contact is not dangerously affected by the substance being conveyed; and
  - (iii) capable of withstanding the ordinary risks of handling and carriage by sea.
- (b) Where the use of absorbent or cushioning material is customary in the packing of liquids in receptacles that material shall be:
  - (i) capable of minimizing the dangers to which the liquid may give rise;
  - (ii) so disposed as to prevent movement and ensure that the receptacle remains surrounded; and
  - (iii) where reasonably possible of sufficient quantity to absorb the liquid in the event of breakage of the receptacle.
- (c) Receptacles containing dangerous liquids shall have an ullage at the filling temperature sufficient to allow for the highest temperature during the course of normal carriage.
- (d) Cylinders or receptacles for gases under pressure shall be adequately constructed, tested, maintained and correctly filled.
- (e) Empty receptacles which have been used previously for the carriage of dangerous goods shall themselves be treated as dangerous goods unless they have been cleaned and dried or, when the nature of the former contents permit with safety, have been closed securely.

### **Regulation 4**

#### *Marking and Labelling*

Each receptacle containing dangerous goods shall be marked with the correct technical name (trade names shall not be used) and identified with a distinctive label or stencil of the label so as to make clear the dangerous character. Each receptacle shall be so labelled except receptacles containing chemicals packed in limited quantities and large shipments which can be stowed, handled and identified as a unit.

**Regulation 5***Documents*

- (a) In all documents relating to the carriage of dangerous goods by sea where the goods are named the correct technical name of the goods shall be used (trade names shall not be used) and the correct description given in accordance with the classification set out in Regulation 2 of this Chapter.
- (b) The shipping documents prepared by the shipper shall include, or be accompanied by, a certificate or declaration that the shipment offered for carriage is properly packed, marked and labelled and in proper condition for carriage.
- (c) Each ship carrying dangerous goods shall have a special list or manifest setting forth, in accordance with Regulation 2 of this Chapter, the dangerous goods on board and the location thereof. A detailed stowage plan which identifies by class and sets out the location of all dangerous goods on board may be used in place of such special list or manifest.

**Regulation 6***Stowage Requirements*

- (a) Dangerous goods shall be stowed safely and appropriately according to the nature of the goods. Incompatible goods shall be segregated from one another.
- (b) Explosives (except ammunition) which present a serious risk shall be stowed in a magazine which shall be kept securely closed while at sea. Such explosives shall be segregated from detonators. Electrical apparatus and cables in any compartment in which explosives are carried shall be designed and used so as to minimize the risk of fire or explosion.
- (c) Goods which give off dangerous vapours shall be stowed in a well ventilated space or on deck.
- (d) In ships carrying inflammable liquids or gases special precautions shall be taken where necessary against fire or explosion.
- (e) Substances which are liable to spontaneous heating or combustion shall not be carried unless adequate precautions have been taken to prevent the outbreak of fire.

**Regulation 7***Explosives in Passenger Ships*

- (a) In passenger ships the following explosives only may be carried:
  - (i) safety cartridges and safety fuses;
  - (ii) small quantities of explosives not exceeding 9 kilogrammes (20 pounds) total net weight;
  - (iii) distress signals for use in ships or aircraft, if the total weight of such signals does not exceed 1,016 kilogrammes (2,240 pounds);



- (iv) except in ships carrying unberthed passengers, fireworks which are unlikely to explode violently.
- (b) Notwithstanding the provisions of paragraph (a) of this Regulation additional quantities or types of explosives may be carried in passenger ships in which there are special safety measures approved by the Administration.

## CHAPTER VIII

### NUCLEAR SHIPS

#### Regulation 1

##### *Application*

This Chapter applies to all nuclear ships except ships of war.

#### Regulation 2

##### *Application of other Chapters*

The Regulations contained in the other Chapters of the present Convention apply to nuclear ships except as modified by this Chapter.

#### Regulation 3

##### *Exemptions*

A nuclear ship shall not, in any circumstances, be exempted from compliance with any Regulations of this Convention.

#### Regulation 4

##### *Approval of Reactor Installation*

The design, construction and standards of inspection and assembly of the reactor installation shall be subject to the approval and satisfaction of the Administration and shall take account of the limitations which will be imposed on surveys by the presence of radiation.

#### Regulation 5

##### *Suitability of Reactor Installation for Service on Board Ship*

The reactor installation shall be designed having regard to the special conditions of service on board ship both in normal and exceptional circumstances of navigation.

#### Regulation 6

##### *Radiation Safety*

The Administration shall take measures to ensure that there are no unreasonable radiation or other nuclear hazards, at sea or in port, to the crew, passengers or public, or to the waterways or food or water resources.

**Regulation 7***Safety Assessment*

(a) A Safety Assessment shall be prepared to permit evaluation of the nuclear power plant and safety of the ship to ensure that there are no unreasonable radiation or other hazards, at sea or in port, to the crew, passengers or public, or to the waterways or food or water resources. The Administration, when satisfied, shall approve such Safety Assessment which shall always be kept up-to-date.

(b) The Safety Assessment shall be made available sufficiently in advance to the Contracting Governments of the countries which a nuclear ship intends to visit so that they may evaluate the safety of the ship.

**Regulation 8***Operating Manual*

A fully detailed Operating Manual shall be prepared for the information and guidance of the operating personnel in their duties on all matters relating to the operation of the nuclear power plant and having an important bearing on safety. The Administration, when satisfied, shall approve such Operating Manual and a copy shall be kept on board the ship. The Operating Manual shall always be kept up-to-date.

**Regulation 9***Surveys*

Survey of nuclear ships shall include the applicable requirements of Regulation 7 of Chapter I, or of Regulations 8, 9 and 10 of Chapter I, except in so far as surveys are limited by the presence of radiation. In addition, the surveys shall include any special requirements of the Safety Assessment. They shall in all cases, notwithstanding the provisions of Regulations 8 and 10 of Chapter I, be carried out not less frequently than once a year.

**Regulation 10***Certificates*

(a) The provisions of paragraph (a) of Regulation 12 of Chapter I and of Regulation 14 of Chapter I shall not apply to nuclear ships.

(b) A Certificate, called a Nuclear Passenger Ship Safety Certificate shall be issued after inspection and survey to a nuclear passenger ship which complies with the requirements of Chapters II-1, II-2, III, IV and VIII, and any other relevant requirements of the present Regulations.

(c) A Certificate, called a Nuclear Cargo Ship Safety Certificate shall be issued after inspection and survey to a nuclear cargo ship which satisfies the requirements for cargo ships on survey set out in Regulation 10 of Chapter I, and



complies with the requirements of Chapters II-1, II-2, III, IV and VIII and any other relevant requirements of the present Regulations.

(d) Nuclear Passenger Ship Safety Certificates and Nuclear Cargo Ship Safety Certificates shall state: "That the ship, being a nuclear ship, complied with all requirements of Chapter VIII of the Convention and conformed to the Safety Assessment approved for the ship".

(e) Nuclear Passenger Ship Safety Certificates and Nuclear Cargo Ship Safety Certificates shall be valid for a period of not more than 12 months.

(f) Nuclear Passenger Ship Safety Certificates and Nuclear Cargo Ship Safety Certificates shall be issued either by the Administration or by any person or organization duly authorized by it. In every case, that Administration assumes full responsibility for the certificate.

### **Regulation 11**

#### *Special Control*

In addition to the control established by Regulation 19 of Chapter I, nuclear ships shall be subject to special control before entering the ports and in the ports of Contracting Governments, directed towards verifying that there is on board a valid Nuclear Ship Safety Certificate and that there are no unreasonable radiation or other hazards at sea or in port, to the crew, passengers or public, or to the waterways or food or water resources.

### **Regulation 12**

#### *Casualties*

In the event of any accident likely to lead to an environmental hazard the master of a nuclear ship shall immediately inform the Administration. The master shall also immediately inform the competent Governmental authority of the country in whose waters the ship may be, or whose waters the ship approaches in a damaged condition.

APPENDIX

Form of Safety Certificate for Passenger Ships

PASSENGER SHIP SAFETY CERTIFICATE

(Official Seal)

(Country)

for  $\frac{\text{an}}{\text{a short}}$  international voyage.

Issued under the provisions of the

INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA, 1974

Name of Ship	Distinctive Number or Letters	Port of Registry	Gross Tonnage	Particulars of voyages, if any, sanctioned under Regulation 27(c) (vii) of Chapter III	Date on which keel was laid (see NOTE below)

The  
I, the undersigned

(Name) Government certifies  
(Name) certify

I. That the above-mentioned ship has been duly surveyed in accordance with the provisions of the Convention referred to above.

II. That the survey showed that the ship complied with the requirements of the Regulations annexed to the said Convention as regards:

- (1) the structure, main and auxiliary boilers and other pressure vessels and machinery;
- (2) the watertight subdivision arrangements and details;
- (3) the following subdivision load lines:

Subdivision load lines assigned and marked on the ship's side at amidships (Regulation 11 of Chapter II-1)	Freeboard	To apply when the spaces in which passengers are carried include the following alternative spaces
C.1	.....	.....
C.2	.....	.....
C.3	.....	.....

III. That the life-saving appliances provide for a total number of ..... persons and no more, viz.:

- ..... lifeboats (including ..... motor lifeboats) capable of accommodating ..... persons, and ..... motor lifeboats fitted with radiotelegraph installation and searchlight (included in the total lifeboats shown above) and ..... motor lifeboats fitted with searchlight only (also included in the total lifeboats shown above), requiring ..... certificated lifeboatmen;
- ..... liferafts, for which approved launching devices are required, capable of accommodating ..... persons; and
- ..... liferafts, for which approved launching devices are not required, capable of accommodating ..... persons;
- ..... buoyant apparatus capable of supporting ..... persons;
- ..... lifebuoys;
- ..... life-jackets.

IV. That the lifeboats and liferafts were equipped in accordance with the provisions of the Regulations.

V. That the ship was provided with a line-throwing appliance and portable radio apparatus for survival craft in accordance with the provisions of the Regulations.

VI. That the ship complied with the requirements of the Regulations as regards radiotelegraph installations, viz.:

	Requirements of Regulations	Actual provision
Hours of listening by operator .....	.....	.....
Number of operators .....	.....	.....
Whether auto alarm fitted .....	.....	.....
Whether main installation fitted .....	.....	.....
Whether reserve installation fitted .....	.....	.....
Whether main and reserve transmitters electrically separated or combined .....	.....	.....
Whether direction-finder fitted .....	.....	.....
Whether radio equipment for homing on the radio-telephone distress frequency fitted .....	.....	.....
Whether radar fitted .....	.....	.....
Number of passengers for which certificated .....	.....	.....

VII. That the functioning of the radiotelegraph installations for motor lifeboats and/or the portable radio apparatus for survival craft, if provided, complied with the provisions of the Regulations.

VIII. That the ship complied with the requirements of the Regulations as regards fire-detecting and fire-extinguishing appliances, radar, echo-sounding device and gyro-compass and was provided with navigation lights and shapes, pilot ladder, and means of making sound signals, and distress signals in accordance with the provisions of the Regulations and also the International Regulations for Preventing Collisions at Sea in force.



IX. That in all other respects the ship complied with the requirements of the Regulations, so far as these requirements apply thereto.

This certificate is issued under the authority of the \_\_\_\_\_ Govern-  
ment. It will remain in force until \_\_\_\_\_

Issued at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

*Here follows the seal or signature of the authority entitled to issue the certificate.*

(Seal)

*If signed, the following paragraph is to be added:*

The undersigned declares that he is duly authorized by the said Govern-  
ment to issue this certificate.

(Signature)

NOTE: It will be sufficient to indicate the year in which the keel was laid or when the ship was at a similar stage of construction except for 1952, 1965 and the year of the coming into force of the International Convention for the Safety of Life at Sea, 1974, in which cases the actual date should be given.

In the case of a ship which is converted as provided in Regulation 1(b)(i) of Chapter II-1 or Regulations 1(a)(i) of Chapter II-2 of the Convention, the date on which the work of conversion was begun should be given.

*Form of Safety Construction Certificate for Cargo Ships***CARGO SHIP SAFETY CONSTRUCTION CERTIFICATE**

(Official Seal)

(Country)

Issued under the provisions of the

INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA, 1974

Name of Ship	Distinctive Number or Letters	Port of Registry	Gross Tonnage	Date on which keel was laid (see NOTE below)

The  
I, the undersigned

(Name) Government certifies  
(Name) certify

That the above-mentioned ship has been duly surveyed in accordance with the provisions of Regulation 10 of Chapter I of the Convention referred to above, and that the survey showed that the condition of the hull, machinery and equipment, as defined in the above Regulation, was in all respects satisfactory and that the ship complied with the applicable requirements of Chapter II-1 and Chapter II-2 (other than that relating to fire-extinguishing appliances and fire control plans).

This certificate is issued under the authority of the Government.  
It will remain in force until

Issued at the day of 19

Here follows the seal or signature of the authority entitled to issue the certificate.

(Seal)

*If signed, the following paragraph is to be added:*

The undersigned declares that he is duly authorized by the said Government to issue this certificate.

(Signature)

NOTE: It will be sufficient to indicate the year in which the keel was laid or when the ship was at a similar stage of construction except for 1952, 1965 and the year of the coming into force of the International Convention for the Safety of Life at Sea, 1974, in which cases the actual date should be given.

*Form of Safety Equipment Certificate for Cargo Ships*

## CARGO SHIP SAFETY EQUIPMENT CERTIFICATE

(Official Seal)

(Country)

Issued under the provisions of the

INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA, 1974

Name of Ship	Distinctive Number or Letters	Port of Registry	Gross Tonnage	Date on which keel was laid (see NOTE below)

The  
I, the undersigned

(Name) Government certifies  
(Name) certify

I. That the above-mentioned ship has been duly inspected in accordance with the provisions of the Convention referred to above.

II. That the inspection showed that the life-saving appliances provided for a total number of ..... persons and no more viz.:

- ..... lifeboats on port side capable of accommodating ..... persons;
- ..... lifeboats on starboard side capable of accommodating ..... persons;
- ..... motor lifeboats (included in the total lifeboats shown above), including ..... motor lifeboats fitted with radiotelegraph installation and searchlight, and ..... motor lifeboats fitted with searchlight only;
- ..... liferafts, for which approved launching devices are required, capable of accommodating ..... persons; and
- ..... liferafts, for which approved launching devices are not required, capable of accommodating ..... persons;
- ..... lifebuoys;
- ..... life-jackets.

III. That the lifeboats and liferafts were equipped in accordance with the provisions of the Regulations annexed to the Convention.

IV. That the ship was provided with a line-throwing apparatus and portable radio apparatus for survival craft in accordance with the provisions of the Regulations.



V. That the inspection showed that the ship complied with the requirements of the said Convention as regards fire-extinguishing appliances and fire control plans, echo-sounding device and gyro-compass and was provided with navigation lights and shapes, pilot ladder, and means of making sound signals and distress signals, in accordance with the provisions of the Regulations and the International Regulations for Preventing Collisions at Sea in force.

VI. That in all other respects the ship complied with the requirements of the Regulations so far as these requirements apply thereto.

This certificate is issued under the authority of the \_\_\_\_\_ Govern-  
ment. It will remain in force until \_\_\_\_\_

Issued at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

*Here follows the seal or signature of the authority entitled to issue the certificate.*

*(Seal)*

*If signed, the following paragraph is to be added:*

The undersigned declares that he is duly authorized by the said Government to issue this certificate.

*(Signature)*

NOTE: It will be sufficient to indicate the year in which the keel was laid or when the ship was at a similar stage of construction except for 1952, 1965 and the year of the coming into force of the International Convention for the Safety of Life at Sea, 1974, in which cases the actual date should be given.

Form of Safety Radiotelegraphy Certificate for Cargo Ships

CARGO SHIP SAFETY RADIOTELEGRAPHY CERTIFICATE

(Official Seal)

(Country)

Issued under the provisions of the

INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA, 1974

Name of Ship	Distinctive Number or Letters	Port of Registry	Gross Tonnage	Date on which keel was laid (see NOTE below)

The  
I, the undersigned

(Name) Government certifies  
(Name) certify

I. That the above-mentioned ship complies with the provisions of the Regulations annexed to the Convention referred to above as regards radio-telegraphy and radar:

	Requirements of Regulations	Actual provision
Hours of listening by operator .....	.....	.....
Number of operators .....	.....	.....
Whether auto alarm fitted .....	.....	.....
Whether main installation fitted .....	.....	.....
Whether reserve installation fitted .....	.....	.....
Whether main and reserve transmitters electrically separated or combined.....	.....	.....
Whether direction-finder fitted .....	.....	.....
Whether radio equipment for homing on the radio-telephone distress frequency fitted.....	.....	.....
Whether radar fitted.....	.....	.....

II. That the functioning of the radiotelegraphy installation for motor lifeboats and/or the portable radio apparatus for survival craft, if provided, complies with the provisions of the said Regulations.

This certificate is issued under the authority of the Government.  
It will remain in force until

Issued at the day of 19

Here follows the seal or signature of the authority entitled to issue this certificate:

(Seal)

If signed, the following paragraph is to be added:

The undersigned declares that he is duly authorized by the said Government to issue this certificate.

(Signature)

NOTE: It will be sufficient to indicate the year in which the keel was laid or when the ship was at a similar stage of construction except for 1952, 1965 and the year of the coming into force of the International Convention for the Safety of Life at Sea, 1974, in which cases the actual date should be given

*Form of Safety Radiotelephony Certificate for Cargo Ships***CARGO SHIP SAFETY RADIOTELEPHONY CERTIFICATE**

(Official Seal)

(Country)

Issued under the provisions of the

INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA, 1974

Name of Ship	Distinctive Number or Letters	Port of Registry	Gross Tonnage	Date on which keel was laid (see NOTE below)

The  
I, the undersigned

(Name) Government certifies  
(Name) certify

I. That the above-mentioned ship complies with the provisions of the Regulations annexed to the Convention referred to above as regards Radiotelephony:

	Requirements of Regulations	Actual provision
Hours of listening.....	.....	.....
Number of operators .....	.....	.....

II. That the functioning of the portable radio apparatus for survival craft, if provided, complies with the provisions of the said Regulations.

This certificate is issued under the authority of the Government. It will remain in force until

Issued at the day of 19

*Here follows the seal or signature of the authority entitled to issue this certificate.*

(Seal)

*If signed, the following paragraph is to be added:*

The undersigned declares that he is duly authorized by the said Government to issue this certificate.

(Signature)

NOTE: It will be sufficient to indicate the year in which the keel was laid or when the ship was at a similar stage of construction except for 1952, 1965 and the year of the coming into force of the International Convention for the Safety of Life at Sea, 1974, in which cases the actual date should be given.



Form of Exemption Certificate

EXEMPTION CERTIFICATE

(Official Seal)

(Country)

Issued under the provisions of the

INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA, 1974

Name of ship	Distinctive Number or Letters	Port of Registry	Gross Tonnage

The  
I, the undersigned

(Name) Government certifies  
(Name) certify

That the above-mentioned ship is, under the authority conferred by Regulation ..... of Chapter ..... of the Regulations annexed to the Convention referred to above, exempted from the requirements of † ..... of the Convention on the voyages..... to.....

\* Insert here the conditions, \*  
if any, on which the exemption  
certificate is granted.

This certificate is issued under the authority of the Government.  
It will remain in force until

Issued at the day of 19

Here follows the seal or signature of the authority entitled to issue this certificate.

(Seal)

If signed, the following paragraph is to be added:

The undersigned declares that he is duly authorized by the said Government to issue this certificate.

(Signature)

† Insert here references to Chapters and Regulations, specifying particular paragraphs.

*Form of Safety Certificate for Nuclear Passenger Ships*

## NUCLEAR PASSENGER SHIP SAFETY CERTIFICATE

(Official Seal)

(Country)

Issued under the provisions of the

INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA, 1974

Name of Ship	Distinctive Number or Letters	Port of Registry	Gross Tonnage	Particulars of voyages, if any, sanctioned under Regulation 27(c) (vii) of Chapter III	Date on which keel was laid (see NOTE below)

The  
I, the undersigned

(Name) Government certifies  
(Name) certify

I. That the above-mentioned ship has been duly surveyed in accordance with the provisions of the Convention referred to above.

II. That the ship, being a nuclear ship, complied with all requirements of Chapter VIII of the Convention and conformed to the Safety Assessment approved for the ship.

III. That the survey showed that the ship complied with the requirements of the Regulations annexed to the said Convention as regards:

- (1) the structure, main and auxiliary boilers and other pressure vessels and machinery;
- (2) the watertight subdivision arrangements and details;
- (3) the following subdivision load lines:

Subdivision load lines assigned and marked on the ship's side at amidships (Regulation 11 of Chapter II-1)	Freeboard	To apply when the spaces in which passengers are carried include the following alternative spaces
C.1	.....	.....
C.2	.....	.....
C.3	.....	.....

IV. That the life-saving appliances provided for a total number of ..... persons and no more, viz.:

- ..... lifeboats (including ..... motor lifeboats) capable of accommodating ..... persons, and ..... motor lifeboats fitted with radiotelegraph installation and searchlight (included in the total lifeboats shown above) and ..... motor lifeboats fitted with searchlight only (also included in the total lifeboats shown above), requiring ..... certificated lifeboatmen;
- ..... liferafts, for which approved launching devices are required, capable of accommodating ..... persons; and
- ..... liferafts, for which approved launching devices are not required, capable of accommodating ..... persons;
- ..... buoyant apparatus capable of supporting ..... persons;
- ..... lifebuoys;
- ..... life-jackets.

V. That the lifeboats and liferafts were equipped in accordance with the provisions of the Regulations.

VI. That the ship was provided with a line-throwing appliance and portable radio apparatus for survival craft, in accordance with the provisions of the Regulations.

VII. That the ship complied with the requirements of the Regulations as regards radiotelegraph installations, viz.:

	Requirements of Regulations	Actual provision
Hours of listening by operator .....	.....	.....
Number of operators .....	.....	.....
Whether auto alarm fitted .....	.....	.....
Whether main installation fitted .....	.....	.....
Whether reserve installation fitted.....	.....	.....
Whether main and reserve transmitters electrically separated or combined .....	.....	.....
Whether direction-finder fitted .....	.....	.....
Whether radio equipment for homing on the radio-telephone distress frequency fitted.....	.....	.....
Whether radar fitted .....	.....	.....
Number of passengers for which certificated .....	.....	.....

VIII. That the functioning of the radiotelegraph installations for motor lifeboats and/or the portable radio apparatus for survival craft, if provided, complied with the provisions of the Regulations.

IX. That the ship complied with the requirements of the Regulations as regards fire-detecting and fire-extinguishing appliances, radar echo-sounding device and gyro-compass and was provided with navigation lights and shapes, pilot ladder, and means of making sound signals and distress signals in accordance with the provisions of the Regulations and also the International Regulations for Preventing Collisions at Sea in force.



X. That in all other respects the ship complied with the requirements of the Regulations, so far as these requirements apply thereto.

This certificate is issued under the authority of the \_\_\_\_\_ Govern-  
ment. It will remain in force until \_\_\_\_\_

Issued at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

*Here follows the seal or signature of the authority entitled to issue the certificate.*

(Seal)

*If signed, the following paragraph is to be added:*

The undersigned declares that he is duly authorized by the said Govern-  
ment to issue this certificate.

(Signature)

NOTE: It will be sufficient to indicate the year in which the keel was laid or when the ship was at a similar stage of construction except for 1965 and the year of the coming into force of the International Convention for the Safety of Life at Sea, 1974, in which cases the actual date should be given.

In the case of a ship which is converted as provided in Regulation 1(b)(i) of Chapter II-1 or Regulation 1(a)(i) of Chapter II-2, the date on which the work of conversion was begun should be given.

*Form of Safety Certificate for Nuclear Cargo Ships*

## NUCLEAR CARGO SHIP SAFETY CERTIFICATE

(Official Seal)

(Country)

Issued under the provisions of the  
INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA, 1974

Name of Ship	Distinctive Number or Letters	Port of Registry	Gross Tonnage	Date on which keel was laid (see NOTE below)

The  
I, the undersigned

(Name) Government certifies  
(Name) certify

I. That the above-mentioned ship has been duly surveyed in accordance with the provisions of the Convention referred to above.

II. That the ship, being a nuclear ship, complied with all requirements of Chapter VIII of the Convention and conformed to the Safety Assessment approved for the ship.

III. That the survey showed that the ship satisfied the requirements set out in Regulation 10 of Chapter I of the Convention as to hull, machinery and equipment, and complied with the relevant requirements of Chapter II-1 and Chapter II-2.

IV. That the life-saving appliances provide for a total number of ..... persons and no more, viz.:

- ..... lifeboats on port side capable of accommodating ..... persons;
- ..... lifeboats on starboard side capable of accommodating ..... persons;
- ..... motor lifeboats (included in the total lifeboats shown above) including ..... motor lifeboats fitted with radiotelegraph installation and searchlight, and ..... motor lifeboats fitted with searchlight only;
- ..... liferafts, for which approved launching devices are required, capable of accommodating ..... persons; and
- ..... liferafts for which approved launching devices are not required, capable of accommodating ..... persons;
- ..... lifebuoys;
- ..... life-jackets.

V. That the lifeboats and liferafts were equipped in accordance with the provisions of the Regulations annexed to the Convention.

VI. That the ship was provided with a line-throwing apparatus and portable radio apparatus for survival craft in accordance with the provisions of the Regulations.

VII. That the ship complied with the requirements of the Regulations as regards radiotelegraph installations, viz.:

	Requirements of Regulations	Actual provision
Hours of listening by operator .....	.....	.....
Number of operators .....	.....	.....
Whether auto alarm fitted .....	.....	.....
Whether main installation fitted .....	.....	.....
Whether reserve installation fitted .....	.....	.....
Whether main and reserve transmitters electrically separated or combined .....	.....	.....
Whether direction-finder fitted .....	.....	.....
Whether radio equipment for homing on the radio-telephone distress frequency fitted .....	.....	.....
Whether radar fitted .....	.....	.....*

VIII. That the functioning of the radiotelegraph installations for motor lifeboats, and/or the portable radio apparatus for survival craft, if provided, complied with the provisions of the Regulations.

IX. That the inspection showed that the ship complied with the requirements of the said Convention as regards fire-extinguishing appliances, radar, echo-sounding device and gyro-compass and was provided with navigation lights and shapes, pilot ladder, and means of making sound signals and distress signals in accordance with the provisions of the Regulations and the International Regulations for Preventing Collisions at Sea in force.

X. That in all other respects the ship complied with the requirements of the Regulations so far as these requirements apply thereto.

This certificate is issued under the authority of the Government. It will remain in force until

Issued at                      the                      day of                      19

*Here follows the seal or signature of the authority entitled to issue the certificate.*

(Seal)

*If signed, the following paragraph is to be added:*

The undersigned declares that he is duly authorized by the said Government to issue this certificate.

(Signature)

NOTE: It will be sufficient to indicate the year in which the keel was laid or when the ship was at a similar stage of construction except for the year 1965 and the year of the coming into force of the International Convention for the Safety of Life at Sea, 1974, in which cases the actual date should be given.



Certified true copy of the English text of the International Convention for the Safety of Life at Sea, 1974, done at London on 1 November 1974, the original of which is deposited with the Secretary-General of the Inter-Governmental Maritime Consultative Organization.

For the Secretary-General of the Inter-Governmental Maritime Consultative Organization:

## MUTILATERAL

### **General Agreement on Tariffs and Trade: Bovine Meat**

*Arrangement done at Geneva April 12, 1979;  
Entered into force January 1, 1980.*

## ARRANGEMENT REGARDING BOVINE MEAT

## ARRANGEMENT RELATIF A LA VIANDE BOVINE

## ACUERDO DE LA CARNE DE BOVINO

## GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD GENERAL SUR LES TARIFS DOUANIERES  
ET LE COMMERCEACUERDO GENERAL SOBRE ARANCELES ADUANEROS  
Y COMERCIO12 April 1979  
Geneva



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ARRANGEMENT REGARDING BOVINE MEATPREAMBLE

Convinced that increased international co-operation should be carried out in such a way as to contribute to the achievement of greater liberalization, stability and expansion in international trade in meat and live animals;

Taking into account the need to avoid serious disturbances in international trade in bovine meat and live animals;

Recognizing the importance of production and trade in bovine meat and live animals for the economies of many countries, especially for certain developed and developing countries;

Mindful of their obligations to the principles and objectives of the General Agreement on Tariffs and Trade (hereinafter referred to as "General Agreement" or "GATT")<sup>1</sup>; [\*]

Determined, in carrying out the aims of this Arrangement to implement the principles and objectives agreed upon in the Tokyo Declaration of Ministers, dated 14 September 1973<sup>[2]</sup> concerning the Multilateral Trade Negotiations, in particular as concerns special and more favourable treatment for developing countries;

The participants in the present Arrangement have, through their representatives, agreed as follows:

PART ONEGENERAL PROVISIONSArticle I - Objectives

The objectives of this Arrangement shall be:

- (1) to promote the expansion, ever greater liberalization and stability of the international meat and livestock market by facilitating the progressive dismantling of obstacles and restrictions to world trade in bovine meat and live animals, including those which compartmentalize this trade, and by improving the international framework of world trade to the benefit of both consumer and producer, importer and exporter;

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<sup>1</sup>This provision applies only among GATT contracting parties.

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\*TIAS 1700; 61 Stat., pts. 5 and 6. [Footnote added by the Department of State.]

\*\**Department of State Bulletin*, Oct. 8, 1973, p. 450. [Footnote added by the Department of State.]

- (2) to encourage greater international co-operation in all aspects affecting the trade in bovine meat and live animals with a view in particular to greater rationalization and more efficient distribution of resources in the international meat economy;
- (3) to secure additional benefits for the international trade of developing countries in bovine meat and live animals through an improvement in the possibilities for these countries to participate in the expansion of world trade in these products by means of inter alia:
  - (a) promoting long-term stability of prices in the context of an expanding world market for bovine meat and live animals; and
  - (b) promoting the maintenance and improvement of the earnings of developing countries that are exporters of bovine meat and live animals;

the above with a view thus to deriving additional earnings, by means of securing long-term stability of markets for bovine meat and live animals;

- (4) to further expand trade on a competitive basis taking into account the traditional position of efficient producers.

#### Article II - Product Coverage

This Arrangement applies to bovine meat. For the purpose of this Arrangement, the term "bovine meat" is considered to include:

	<u>CCCN</u>
(a) Live bovine animals	01.02
(b) Meat and edible offals of bovine animals, fresh, chilled or frozen	ex 02.01
(c) Meat and edible offals of bovine animals, salted, in brine, dried or smoked	ex 02.06
(d) Other prepared or preserved meat or offal of bovine animals	ex 16.02

and any other product that may be added by the International Meat Council, as established under the terms of Article V of this Arrangement, in order to accomplish the objectives and provisions of this Arrangement.

#### Article III - Information and Market Monitoring

1. All participants agree to provide regularly and promptly to the Council, the information which will permit the Council to monitor and assess the overall situation of the world market for meat and the situation of the world market for each specific meat.

2. Participating developing countries shall furnish the information available to them. In order that these countries may improve their data collection mechanisms, developed participants, and any developing participants able to do so, shall consider sympathetically any request to them for technical assistance.

3. The information that the participants undertake to provide pursuant to paragraph 1 of this Article, according to the modalities that the Council shall establish, shall include data on past performance and current situation and an assessment of the outlook regarding production (including the evolution of the composition of herds), consumption, prices, stocks of and trade in the products referred to in Article II, and any other information deemed necessary by the Council, in particular on competing products. Participants shall also provide information on their domestic policies and trade measures including bilateral and plurilateral commitments in the bovine sector, and shall notify as early as possible any changes in such policies and measures that are likely to affect international trade in live bovine animals and meat. The provisions of this paragraph shall not require any participant to disclose confidential information which would impede law enforcement or otherwise be contrary to the public interest or would prejudice the legitimate commercial interests of particular enterprises, public or private.

4. The secretariat of the Arrangement shall monitor variations in market data, in particular herd sizes, stocks, slaughterings and domestic and international prices, so as to permit early detection of the symptoms of any serious imbalance in the supply and demand situation. The secretariat shall keep the Council apprized of significant developments on world markets, as well as prospects for production, consumption, exports and imports.

Note: It is understood that under the provisions of this Article, the Council instructs the secretariat to draw up, and keep up to date, an inventory of all measures affecting trade in bovine meat and live animals, including commitments resulting from bilateral, plurilateral and multilateral negotiations.

Article IV - Functions of the International  
Meat Council and Co-operation between the  
Participants to this Arrangement

1. The Council shall meet in order to:

- (a) evaluate the world supply and demand situation and outlook on the basis of an interpretative analysis of the present situation and of probable developments drawn up by the secretariat of the Arrangement, on the basis of documentation provided in conformity with Article III of the present Arrangement, including that relating to the operation of domestic and trade policies and of any other information available to the secretariat;



- (b) proceed to a comprehensive examination of the functioning of the present Arrangement;
- (c) provide an opportunity for regular consultation on all matters affecting international trade in bovine meat.

2. If after evaluation of the world supply and demand situation referred to in paragraph 1(a) of this Article, or after examination of all relevant information pursuant to paragraph 3 of Article III, the Council finds evidence of a serious imbalance or a threat thereof in the international meat market, the Council will proceed by consensus, taking into particular account the situation in developing countries, to identify, for consideration by governments, possible solutions to remedy the situation consistent with the principles and rules of GATT.

3. Depending on whether the Council considers that the situation defined in paragraph 2 of this Article is temporary or more durable, the measures referred to in paragraph 2 of this Article could include short-, medium-, or long-term measures taken by importers as well as exporters to contribute to improve the overall situation of the world market consistent with the objectives and aims of the Arrangement, in particular the expansion, ever greater liberalization, and stability of the international meat and livestock markets.

4. When considering the suggested measures pursuant to paragraphs 2 and 3 of this Article, due consideration shall be given to special and more favourable treatment to developing countries, where this is feasible and appropriate.

5. The participants undertake to contribute to the fullest possible extent to the implementation of the objectives of this Arrangement set forth in Article I. To this end, and consistent with the principles and rules of the General Agreement, participants shall, on a regular basis, enter into the discussions provided in Article IV:1(c) with a view to exploring the possibilities of achieving the objectives of the present Arrangement, in particular the further dismantling of obstacles to world trade in bovine meat and live animals. Such discussions should prepare the way for subsequent consideration of possible solutions of trade problems consistent with the rules and principles of the GATT, which could be jointly accepted by all the parties concerned, in a balanced context of mutual advantages.

6. Any participant may raise before the Council any matter<sup>2</sup> affecting this Arrangement, inter alia, for the same purposes provided for in paragraph 2 of this Article. The Council shall, at the request of a participant, meet within a period of not more than fifteen days to consider any matter<sup>2</sup> affecting the present Arrangement.

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<sup>2</sup>Note: It is confirmed that the term "matter" in this paragraph includes any matter which is covered by multilateral agreements negotiated within the framework of the Multilateral Trade Negotiations, in particular those bearing on export and import measures. It is further confirmed that the provisions of Article IV, paragraph 6, and this footnote are without prejudice to the rights and obligations of the parties to such agreements.

PART TWOArticle V - Administration of the Arrangement1. International Meat Council

An International Meat Council shall be established within the framework of the GATT. The Council shall comprise representatives of all participants to the Arrangement and shall carry out all the functions which are necessary to implement the provisions of the Arrangement. The Council shall be serviced by the GATT secretariat. The Council shall establish its own rules of procedure, in particular the modalities for consultations provided for in Article IV.

2. Regular and special meetings

The Council shall normally meet at least twice each year. However, the Chairman may call a special meeting of the Council either on his own initiative, or at the request of a participant to this Arrangement.

3. Decisions

The Council shall reach its decisions by consensus. The Council shall be deemed to have decided on a matter submitted for its consideration if no member of the Council formally objects to the acceptance of a proposal.

4. Co-operation with other organizations

The Council shall make whatever arrangements are appropriate for consultation or co-operation with intergovernmental and non-governmental organizations.

5. Admission of observers

- (a) The Council may invite any non-participating country to be represented at any of its meetings as an observer.
- (b) The Council may also invite any of the organizations referred to in paragraph 4 of this Article to attend any of its meetings as an observer.

PART THREEArticle VI - Final Provisions1. Acceptance<sup>3</sup>

- (a) This Arrangement is open for acceptance, by signature or otherwise, by governments members of the United Nations, or of one of its specialized agencies and by the European Economic Community.
- (b) Any government<sup>4</sup> accepting this Arrangement may at the time of acceptance make a reservation with regard to its acceptance of any of the provisions in the present Arrangement. This reservation is subject to the approval of the participants.
- (c) This Arrangement shall be deposited with the Director-General to the CONTRACTING PARTIES to the GATT who shall promptly furnish a certified copy thereof and a notification of each acceptance thereof to each participant. The texts of this Arrangement in the English, French and Spanish languages shall all be equally authentic.
- (d) The entry into force of this Arrangement shall entail the abolition of the International Meat Consultative Group.

2. Provisional application

Any government may deposit with the Director-General to the CONTRACTING PARTIES to the GATT a declaration of provisional application of this Arrangement. Any government depositing such a declaration shall provisionally apply this Arrangement and be provisionally regarded as participating in this Arrangement.

3. Entry into force

This Arrangement shall enter into force, for those participants having accepted it, on 1 January 1980. For participants accepting this Arrangement after that date, it shall be effective from the date of their acceptance.

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<sup>3</sup>The terms "acceptance" or "accepted" as used in this Article include the completion of any domestic procedures necessary to implement the provisions of this Arrangement.

<sup>4</sup>For the purpose of this Arrangement, the term "government" is deemed to include the competent authorities of the European Economic Community.



4. Validity

This Arrangement shall remain in force for three years. The duration of this Arrangement shall be extended for further periods of three years at a time, unless the Council, at least eighty days prior to each date of expiry, decides otherwise.

5. Amendment

Except where provision for modification is made elsewhere in this Arrangement the Council may recommend an amendment to the provisions of this Arrangement. The proposed amendment shall enter into force upon acceptance by the governments of all participants.

6. Relationship between the Arrangement and the GATT

Nothing in this Arrangement shall affect the rights and obligations of participants under the GATT.<sup>5</sup>

7. Withdrawal

Any participant may withdraw from this Arrangement. Such withdrawal shall take effect upon the expiration of sixty days from the date on which written notice of withdrawal is received by the Director-General to the CONTRACTING PARTIES to the GATT.

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<sup>5</sup>This provision applies only among GATT contracting parties.

ARRANGEMENT RELATIF A LA VIANDE BOVINEPREAMBULE

Ayant la conviction qu'une coopération internationale plus grande devrait s'exercer de manière à contribuer à accroître la libéralisation, la stabilité et l'expansion du commerce international de la viande et des animaux vivants,

Tenant compte de la nécessité d'éviter de graves perturbations dans le commerce international de la viande bovine et des animaux vivants de l'espèce bovine,

Reconnaissant l'importance de la production et du commerce de la viande bovine et des animaux vivants de l'espèce bovine pour l'économie de nombreux pays, en particulier de certains pays développés ou en voie de développement,

Conscients de leurs obligations à l'égard des principes et des objectifs de l'Accord général sur les tarifs douaniers et le commerce (ci-après dénommé "l'Accord général" ou "le GATT")<sup>1</sup>,

Déterminés, dans la poursuite des fins du présent arrangement, à mettre en oeuvre les principes et les objectifs convenus dans la Déclaration ministérielle de Tokyo, en date du 14 septembre 1973, concernant les Négociations commerciales multilatérales, en particulier pour ce qui est du traitement spécial et plus favorable à accorder aux pays en voie de développement,

Les participants au présent arrangement sont, par l'intermédiaire de leurs représentants, convenus de ce qui suit:

PREMIERE PARTIEDISPOSITIONS GENERALESArticle premier - Objectifs

Les objectifs du présent arrangement sont les suivants:

- 1) promouvoir l'expansion, une libéralisation de plus en plus large et la stabilité du marché international de la viande et des animaux sur pied, en facilitant la suppression progressive des obstacles et des restrictions au commerce mondial de la viande bovine et des animaux vivants de l'espèce bovine, y compris ceux qui compartimentent ce commerce, et en améliorant le cadre international du commerce mondial au profit du consommateur et du producteur, de l'importateur et de l'exportateur;

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<sup>1</sup>Cette disposition ne s'applique qu'entre les participants qui sont parties contractantes à l'Accord général.

- 2) encourager une plus grande coopération internationale en tout ce qui touche le commerce de la viande bovine et des animaux vivants de l'espèce bovine, en vue notamment d'assurer une plus grande rationalisation et une distribution plus efficace des ressources dans l'économie internationale de la viande;
- 3) apporter des avantages supplémentaires pour le commerce international des pays en voie de développement, en ce qui concerne la viande bovine et les animaux vivants de l'espèce bovine, en améliorant les possibilités offertes à ces pays de participer à l'expansion du commerce mondial de ces produits, notamment
  - a) en favorisant la stabilité à long terme des prix dans le cadre d'une expansion du marché mondial de la viande bovine et des animaux vivants de l'espèce bovine, et
  - b) en favorisant le maintien et l'amélioration des recettes des pays en voie de développement exportateurs de viande bovine et d'animaux vivants de l'espèce bovine,
 et ce, afin d'en tirer des revenus supplémentaires, en assurant la stabilité à long terme des marchés de la viande bovine et des animaux vivants de l'espèce bovine;
- 4) développer davantage le commerce sur une base concurrentielle, en tenant compte de la position traditionnelle des producteurs efficaces.

#### Article II - Produits visés

Le présent arrangement s'applique à la viande bovine. Aux fins du présent arrangement, "la viande bovine" est réputée comprendre:

	<u>NCCD</u>
a) les animaux vivants de l'espèce bovine	01.02
b) les viandes et abats comestibles d'animaux de l'espèce bovine, frais, réfrigérés ou congelés	ex 02.01
c) les viandes et abats comestibles d'animaux de l'espèce bovine, salés ou en saumure, séchés ou fumés	ex 02.06
d) les autres préparations ou conserves de viandes ou d'abats d'animaux de l'espèce bovine	ex 16.02

et tous les autres produits qui pourront être ajoutés aux précédents par le Conseil international de la viande institué en vertu de l'article V du présent arrangement pour l'accomplissement des objectifs et des dispositions de l'arrangement.



Article III - Information et observation du marché

1. Tous les participants sont convenus de fournir régulièrement et dans les moindres délais au Conseil les renseignements qui lui permettront d'observer et d'apprécier la situation globale du marché mondial de la viande et la situation du marché mondial de chaque viande.

2. Les pays en voie de développement participants fourniront les renseignements en leur possession. Afin que ces pays puissent améliorer leurs mécanismes de collecte des données, les participants développés, ainsi que ceux en voie de développement en mesure de le faire, examineront avec compréhension toute demande d'assistance technique qui leur sera présentée.

3. Les renseignements que les participants s'engagent à fournir en vertu du paragraphe 1 du présent article, selon les modalités qu'arrêtera le Conseil, comprendront des données concernant l'évolution passée et la situation actuelle, et une évaluation des perspectives en matière de production (y compris l'évolution de la composition du cheptel), de consommation, de prix, de stocks et d'échanges des produits visés à l'article II, ainsi que toute autre information, en particulier sur les produits concurrents, que le Conseil jugera nécessaire. Les participants fourniront également des renseignements sur leurs politiques intérieures et leurs mesures commerciales dans le secteur bovin, y compris les engagements bilatéraux et plurilatéraux, et ils donneront, le plus tôt possible, notification de toutes les modifications apportées à ces politiques et mesures qui seraient susceptibles d'avoir des effets sur le commerce international de la viande bovine et des animaux vivants de l'espèce bovine. Les dispositions du présent paragraphe n'obligeront pas un participant à révéler des renseignements confidentiels dont la divulgation ferait obstacle à l'application des lois, serait autrement contraire à l'intérêt public, ou porterait préjudice aux intérêts commerciaux légitimes d'entreprises publiques ou privées.

4. Le secrétariat de l'arrangement observera les variations des données du marché, en particulier des effectifs du cheptel, des stocks, des abattements et des prix intérieurs et internationaux, afin de permettre de déceler promptement les signes avant-coureurs de tout déséquilibre grave dans la situation de l'offre et de la demande. Le secrétariat tiendra le Conseil au courant des faits notables intervenus sur les marchés mondiaux, ainsi que des perspectives de la production, de la consommation, de l'exportation et de l'importation.

Note: Il est entendu qu'en vertu des dispositions du présent article le Conseil donne mandat au secrétariat d'établir et de tenir à jour un inventaire de toutes les mesures affectant le commerce de la viande bovine et des animaux vivants, y compris les engagements résultant de négociations bilatérales, plurilatérales ou multilatérales.

Article IV - Fonctions du Conseil international de la viande  
et coopération entre les participants  
au présent arrangement

1. Le Conseil se réunira
  - a) pour évaluer la situation et les perspectives de l'offre et de la demande mondiales sur la base d'une analyse interprétative de la situation du moment et de son évolution probable, réalisée par le secrétariat de l'arrangement à partir de la documentation fournie conformément à l'article III du présent arrangement, y compris celle relative à l'application des politiques intérieures et commerciales, ainsi que de tout autre renseignement en sa possession,
  - b) pour procéder à un examen complet de l'application du présent arrangement,
  - c) pour offrir la possibilité de consultations régulières sur toutes les questions touchant le commerce international de la viande bovine.
2. Si l'évaluation de la situation de l'offre et de la demande mondiales visée au paragraphe 1 a) du présent article, ou l'examen de tous les renseignements en la matière fournis au titre de l'article III, paragraphe 3, conduit le Conseil à constater l'existence d'un déséquilibre grave ou d'une menace de déséquilibre grave dans le marché international de la viande, le Conseil procédera par voie de consensus, en tenant particulièrement compte de la situation dans les pays en voie de développement, à l'identification, aux fins d'examen par les gouvernements, de solutions éventuelles en vue de remédier à la situation en conformité des principes et des règles de l'Accord général.
3. Les mesures visées au paragraphe 2 du présent article pourraient comporter, selon que le Conseil considère que la situation définie au paragraphe 2 du présent article est temporaire ou plus durable, des mesures à court, moyen ou long terme prises aussi bien par les importateurs que par les exportateurs pour contribuer à l'amélioration de la situation d'ensemble du marché mondial en conformité avec les objectifs et les buts de l'arrangement, en particulier l'expansion, une libéralisation de plus en plus large et la stabilité du marché international de la viande et des animaux sur pied.
4. En considérant les mesures suggérées conformément aux paragraphes 2 et 3 du présent article, il sera dûment tenu compte du traitement spécial et plus favorable à accorder aux pays en voie de développement lorsque cela sera réalisable et approprié.
5. Les participants s'engagent à contribuer dans toute la mesure du possible à la mise en oeuvre des objectifs du présent arrangement, énoncés à l'article premier. A cette fin et en conformité des principes et règles de l'Accord

général, les participants engageront régulièrement les discussions prévues à l'article IV, paragraphe 1 c), en vue d'explorer les possibilités d'atteindre les objectifs du présent arrangement, en particulier la poursuite du démantèlement des obstacles au commerce mondial de la viande bovine et des animaux vivants de l'espèce bovine. Ces discussions devraient ouvrir la voie à un examen ultérieur de solutions possibles aux problèmes commerciaux en conformité des règles et des principes de l'Accord général, qui puissent être conjointement acceptées par toutes les parties concernées, dans un contexte équilibré d'avantages mutuels.

6. Tout participant peut soulever devant le Conseil toute question<sup>2</sup> touchant le présent arrangement entre autres aux mêmes fins que celles qui sont prévues au paragraphe 2 du présent article. Le Conseil se réunira, à la demande d'un participant, dans un délai qui ne sera pas supérieur à 15 jours, afin d'examiner toute question<sup>2</sup> touchant le présent arrangement.

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<sup>2</sup>Note: Il est confirmé que dans ce paragraphe le terme "question" englobe toute question qui est couverte par des accords multilatéraux négociés dans le cadre des Négociations commerciales multilatérales, notamment ceux portant sur les mesures à l'exportation et à l'importation. Il est également confirmé que les dispositions de l'article IV, paragraphe 6, ainsi que la présente note ne modifient en rien les droits et obligations des Parties auxdits accords.



DEUXIEME PARTIEArticle V - Administration de l'arrangement1. Conseil international de la viande

Il sera institué un Conseil international de la viande dans le cadre de l'Accord général. Ce Conseil, qui sera composé de représentants de tous les participants au présent arrangement, exercera toutes les attributions nécessaires en vue de la mise en oeuvre des dispositions de l'arrangement. Il bénéficiera des services du secrétariat du GATT. Le Conseil arrêtera son règlement intérieur et, en particulier, les modalités des consultations prévues à l'article IV.

2. Réunions ordinaires et extraordinaires

Le Conseil se réunira normalement au moins deux fois l'an. Toutefois, le président pourra convoquer le Conseil en réunion extraordinaire, soit de son propre chef, soit à la demande d'un participant au présent arrangement.

3. Décisions

Le Conseil prendra ses décisions par consensus. Il sera considéré que le Conseil a statué sur une question qui lui est soumise si aucun de ses membres ne fait formellement opposition à l'acceptation d'une proposition.

4. Coopération avec d'autres organisations

Le Conseil prendra toutes dispositions appropriées pour procéder à des consultations ou collaborer avec des organisations intergouvernementales et non gouvernementales.

5. Admission d'observateurs

- a) Le Conseil pourra inviter tout pays non participant à se faire représenter à l'une quelconque de ses réunions en qualité d'observateur.
- b) Le Conseil pourra aussi inviter toute organisation visée au paragraphe 4 du présent article à assister à l'une quelconque de ses réunions en qualité d'observateur.

TROISIEME PARTIEArticle VI - Dispositions finales1. Acceptation<sup>3</sup>

- a) Le présent arrangement est ouvert à l'acceptation, par voie de signature ou autrement, des gouvernements membres de l'Organisation des Nations Unies ou d'une de ses institutions spécialisées, et de la Communauté économique européenne.
- b) Tout gouvernement<sup>4</sup> qui accepte le présent arrangement pourra, au moment de l'acceptation, formuler une réserve quant à son acceptation de telle ou telle disposition dudit arrangement. Cette réserve est subordonnée à l'approbation des participants.
- c) Le présent arrangement sera déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général qui remettra dans les moindres délais à chaque participant une copie certifiée conforme de l'arrangement et une notification de chaque acceptation. Les textes de l'arrangement en langues française, anglaise et espagnole font tous également foi.
- d) L'entrée en vigueur du présent arrangement entraînera la dissolution du Groupe consultatif international de la viande.

2. Application provisoire

Tout gouvernement pourra déposer auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général une déclaration d'application provisoire du présent arrangement. Tout gouvernement déposant une telle déclaration appliquera provisoirement le présent arrangement et sera considéré provisoirement comme participant audit arrangement.

3. Entrée en vigueur

Le présent arrangement entrera en vigueur, pour les participants qui l'auront accepté, le 1er janvier 1980. Pour les participants qui l'accepteront après cette date, il prendra effet à compter de la date de leur acceptation.

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<sup>3</sup> Les termes "acceptation" ou "accepté" tels qu'ils sont utilisés dans le présent article comprennent l'accomplissement de toutes les procédures internes nécessaires à la mise en oeuvre des dispositions du présent arrangement.

<sup>4</sup> Aux fins du présent arrangement, le terme "gouvernement" est réputé comprendre les autorités compétentes de la Communauté économique européenne.

4. Durée de validité

La durée de validité du présent arrangement sera de trois ans. A la fin de chaque période de trois ans, elle sera tacitement prorogée pour une nouvelle période de trois ans, sauf décision contraire du Conseil prise quatre-vingts jours au moins avant la date d'expiration de la période en cours.

5. Amendement

Sauf dans les cas où d'autres dispositions sont prévues pour apporter des modifications au présent arrangement, le Conseil pourra recommander une modification des dispositions dudit arrangement. Toute modification proposée entrera en vigueur lorsque les gouvernements de tous les participants l'auront acceptée.

6. Relation entre l'arrangement et l'Accord général

Rien dans le présent arrangement ne portera atteinte aux droits et obligations que les participants tiennent de l'Accord général.<sup>5</sup>

7. Dénonciation

Tout participant pourra dénoncer le présent arrangement. La dénonciation prendra effet à l'expiration d'un délai de soixante jours à compter de celui où le Directeur général des PARTIES CONTRACTANTES à l'Accord général en aura reçu notification par écrit.

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<sup>5</sup>Cette disposition ne s'applique qu'entre les participants qui sont parties contractantes à l'Accord général.



ACUERDO DE LA CARNE DE BOVINOPREÁMBULO

Convencidos de que debe incrementarse la cooperación internacional de manera que contribuya al logro de una mayor liberalización, estabilidad y expansión del comercio internacional de la carne y de los animales vivos;

Teniendo en cuenta la necesidad de evitar serias perturbaciones del comercio internacional de la carne de bovino y de los animales vivos de la especie bovina;

Reconociendo la importancia que la producción y el comercio de carne de bovino y animales vivos de la especie bovina tienen para las economías de muchos países, en particular para ciertos países desarrollados y en desarrollo;

Conscientes de sus obligaciones en relación con los principios y objetivos del Acuerdo General sobre Aranceles Aduaneros y Comercio (denominado en adelante "Acuerdo General" o "GATT")<sup>1</sup>;

Decididos, en la prosecución de los fines del presente Acuerdo, a aplicar los principios y objetivos acordados en la Declaración de Ministros de Tokio, de fecha 14 de septiembre de 1973, relativa a las Negociaciones Comerciales Multilaterales, de manera particular en lo que se refiere a un trato especial y más favorable para los países en desarrollo;

Los participantes en el presente Acuerdo convienen, por medio de sus representantes, en lo siguiente:

PRIMERA PARTEDISPOSICIONES GENERALESArtículo I - Objetivos

Los objetivos del presente Acuerdo son los siguientes:

- 1) fomentar la expansión, la liberalización cada vez mayor y la estabilidad del mercado internacional de la carne y los animales vivos, facilitando el desmantelamiento progresivo de los obstáculos y restricciones al comercio mundial de carne de bovino y animales vivos de la especie bovina, inclusive aquellos que lo compartimentalizan, y mejorando el marco internacional del comercio mundial en beneficio de consumidores y productores, importadores y exportadores;

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<sup>1</sup> Esta cláusula se aplica solamente entre los participantes que sean partes contratantes del Acuerdo General.

- 2) estimular una mayor cooperación internacional en todos los aspectos que afecten al comercio de carne de bovino y animales vivos de la especie bovina, orientada especialmente a una mayor racionalización y a una distribución más eficiente de los recursos en la economía internacional de la carne;
- 3) asegurar beneficios adicionales para el comercio internacional de los países en desarrollo en lo que se refiere a la carne de bovino y los animales vivos de la especie bovina, dando a estos países mayores posibilidades de participar en la expansión del comercio mundial de dichos productos por los medios siguientes, entre otros:
  - a) fomentando una estabilidad a largo plazo de los precios en el contexto de un comercio mundial en expansión de carne de bovino y animales vivos de la especie bovina; y
  - b) fomentando el mantenimiento y mejoramiento de los ingresos de los países en desarrollo exportadores de carne de bovino y animales vivos de la especie bovina;

todo ello a fin de obtener ingresos adicionales mediante el logro de una estabilidad a largo plazo de los mercados de carne de bovino y animales vivos de la especie bovina;
- 4) lograr una mayor expansión del comercio sobre una base competitiva teniendo en cuenta la posición tradicional de los productores eficientes.

Artículo II - Productos comprendidos

El presente Acuerdo se aplica a la carne de bovino. A los efectos del presente Acuerdo, se entenderá que la expresión "carne de bovino" comprende lo siguiente:

NCCA

- |   |          |
|---|----------|
| a) animales vivos de la especie bovina  | 01.02    |
| b) carnes y despojos comestibles de bovino, frescos, refrigerados o congelados      | ex 02.01 |
| c) carnes y despojos comestibles de bovino, salados o en salmuera, secos o ahumados | ex 02.06 |
| d) otros preparados y conservas de carnes o de despojos de bovino                   | ex 16.02 |

y todos los demás productos que el Consejo Internacional de la Carne, establecido en virtud de lo que se dispone en el artículo V del presente Acuerdo, pueda incluir en su campo de aplicación con objeto de conseguir sus objetivos y dar cumplimiento a sus disposiciones.

Artículo III - Información y observación del mercado

1. Todos los participantes convienen en comunicar regularmente y sin demora al Consejo la información que le permita observar y apreciar la situación global del mercado mundial de la carne y la situación del mercado mundial de cada tipo de carne.

2. Los países en desarrollo participantes comunicarán la información que tengan disponible. Con objeto de que estos países mejoren sus mecanismos de recopilación de datos, los participantes desarrollados, y aquellos en desarrollo con posibilidad de hacerlo, examinarán con comprensión toda solicitud de asistencia técnica que se les formule.

3. La información que los participantes se comprometen a facilitar en cumplimiento de lo dispuesto en el párrafo 1 de este artículo, según las modalidades que fije el Consejo, comprenderá datos sobre la evolución anterior y la situación actual y una estimación de las perspectivas de la producción (incluida la evolución de la composición del ganado), el consumo, los precios, las existencias y los intercambios de los productos a que se refiere el artículo II, así como cualquier otra información que el Consejo juzgue necesaria, en particular respecto de los productos competidores. Los participantes comunicarán igualmente información sobre sus políticas nacionales y sus medidas comerciales en el sector bovino, inclusive los compromisos bilaterales y plurilaterales, y notificarán lo antes posible toda modificación que se opere en tales políticas o medidas y que pueda influir en el comercio internacional de animales vivos de la especie bovina y de carne de bovino. Las disposiciones de este párrafo no obligarán a ningún participante a revelar informaciones de carácter confidencial cuya divulgación obstaculizaría la aplicación de las leyes o atentaría de otro modo contra el interés público o lesionaría los intereses comerciales legítimos de determinadas empresas, públicas o privadas.

4. La secretaría del Acuerdo observará las variaciones de los datos del mercado, especialmente del número de cabezas de ganado, las existencias, el número de animales sacrificados y los precios internos e internacionales, a fin de poder detectar con prontitud todo síntoma que anuncie cualquier desequilibrio serio en la situación de la oferta y la demanda. La secretaría mantendrá al Consejo al corriente de los acontecimientos significativos que se produzcan en los mercados mundiales, así como de las perspectivas de la producción, el consumo, las exportaciones y las importaciones.

Nota: Queda entendido que, en virtud de lo dispuesto en el presente artículo, el Consejo confiere a la secretaría el mandato de establecer y tener al día un catálogo de todas las medidas que influyan en el comercio de la carne de bovino y de los animales vivos de la especie bovina, con inclusión de los compromisos resultantes de negociaciones bilaterales, plurilaterales y multilaterales.



Artículo IV - Funciones del Consejo Internacional  
de la Carne y cooperación entre los participantes  
en el presente Acuerdo

1. El Consejo se reunirá con objeto de:
  - a) evaluar la situación y perspectivas de la oferta y la demanda mundiales, sobre la base de un análisis interpretativo de la situación del momento y de la evolución probable preparado por la secretaría del Acuerdo a partir de la documentación facilitada de conformidad con el artículo III del presente Acuerdo, incluso la relativa a la aplicación de las políticas nacionales y comerciales, y de cualquier otra información de que disponga;
  - b) proceder a un examen de conjunto del funcionamiento del presente Acuerdo;
  - c) ofrecer la oportunidad de celebrar regularmente consultas sobre toda cuestión que afecte al comercio internacional de la carne de bovino.
2. Si, tras la evaluación de la situación de la oferta y la demanda mundiales a que se refiere el párrafo 1, apartado a), del presente artículo, o tras el examen de toda la información pertinente facilitada de conformidad con el párrafo 3 del artículo III, el Consejo comprobare la existencia o la amenaza de un desequilibrio serio en el mercado internacional de la carne, el Consejo procederá por consenso, teniendo particularmente en cuenta la situación de los países en desarrollo, a identificar, para su consideración por los gobiernos, posibles soluciones para poner remedio a la situación que sean compatibles con los principios y normas del GATT.
3. Las medidas a que se refiere el párrafo 2 del presente artículo podrían consistir, según que el Consejo estime que la situación definida en el párrafo 2 de este artículo es transitoria o de mayor duración, en medidas a corto, medio o largo plazo adoptadas tanto por los importadores como por los exportadores para contribuir a la mejora de la situación global del mercado mundial, que sean compatibles con los objetivos y finalidades del presente Acuerdo, en especial por lo que respecta a la expansión, la liberalización cada vez mayor y la estabilidad de los mercados internacionales de la carne y los animales vivos.
4. Al considerar las medidas sugeridas de conformidad con los párrafos 2 y 3 del presente artículo, se tendrá debidamente en cuenta el trato especial y más favorable para los países en desarrollo, cuando sea posible y apropiado.
5. Los participantes se comprometen a contribuir en la máxima medida posible al cumplimiento de los objetivos del presente Acuerdo, enunciados en el artículo I. A tal efecto, y en consonancia con los principios y normas del Acuerdo General, los participantes celebrarán de manera regular las conversaciones previstas en el apartado c) del párrafo 1 del artículo IV con miras a explorar las posibilidades de realizar los objetivos del presente Acuerdo, en especial el de llevar adelante el desmantelamiento de los obstáculos al

comercio mundial de la carne de bovino y de los animales vivos de la especie bovina. Estas conversaciones deberán servir para preparar el posterior examen de posibles soluciones a los problemas comerciales de conformidad con las normas y principios del Acuerdo General, que puedan ser aceptadas conjuntamente por todas las partes interesadas, en un contexto equilibrado de ventajas mutuas.

6. Todo participante podrá plantear ante el Consejo cualquier cuestión<sup>2</sup> relativa al presente Acuerdo, entre otros a los mismos efectos previstos en el párrafo 2 de este artículo. Cuando un participante así lo solicite, el Consejo se reunirá dentro de un plazo máximo de quince días para examinar cualquier cuestión<sup>2</sup> relativa al presente Acuerdo.

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<sup>2</sup>Nota: Queda confirmado que el término "cuestión" que figura en este párrafo abarca cualquier asunto comprendido en el ámbito de los acuerdos multilaterales negociados en el marco de las Negociaciones Comerciales Multilaterales, en particular los que se refieren a las medidas relativas a la exportación y a la importación. Queda asimismo confirmado que las disposiciones del párrafo 6 del artículo IV y la presente nota se entenderán sin perjuicio de los derechos y obligaciones que incumban a las Partes en dichos acuerdos.

SEGUNDA PARTEArtículo V - Administración del Acuerdo1. Consejo Internacional de la Carne

Se establecerá un Consejo Internacional de la Carne en el marco del Acuerdo General. El Consejo estará formado por representantes de todos los participantes en el presente Acuerdo y desempeñará todas las funciones que sean necesarias para la ejecución de las disposiciones del mismo. Los servicios de secretaría del Consejo serán prestados por la Secretaría del GATT. El Consejo establecerá su propio reglamento, en especial las modalidades para la celebración de las consultas previstas en el artículo IV.

2. Reuniones ordinarias y extraordinarias

El Consejo se reunirá normalmente al menos dos veces al año. No obstante, el Presidente podrá convocar una reunión extraordinaria del Consejo por iniciativa propia o a petición de un participante en el presente Acuerdo.

3. Decisiones

El Consejo adoptará sus decisiones por consenso. Se entenderá que el Consejo ha decidido sobre una cuestión sometida a su examen cuando ninguno de sus miembros se oponga de manera formal a la aceptación de una propuesta.

4. Cooperación con otras organizaciones

El Consejo tomará las disposiciones apropiadas para consultar o colaborar con organizaciones intergubernamentales y no gubernamentales.

5. Admisión de observadores

- a) El Consejo podrá invitar a cualquier país no participante a hacerse representar en cualquiera de sus reuniones en calidad de observador.
- b) El Consejo podrá también invitar a cualquiera de las organizaciones a que se refiere el párrafo 4 del presente artículo a asistir a cualquiera de sus reuniones en calidad de observador.



TERCERA PARTEArtículo VI - Disposiciones finales1. Aceptación<sup>3</sup>

- a) El presente Acuerdo estará abierto a la aceptación, mediante firma o formalidad de otra clase, de los gobiernos miembros de las Naciones Unidas o uno de sus organismos especializados, y de la Comunidad Económica Europea.
- b) Todo gobierno<sup>4</sup> que acepte el presente Acuerdo podrá, en el momento de la aceptación, formular una reserva respecto de su aceptación de cualquiera de las disposiciones del presente Acuerdo. Esta reserva quedará sujeta a la aprobación de los participantes.
- c) El presente Acuerdo será depositado en poder del Director General de las PARTES CONTRATANTES del Acuerdo General, quien remitirá sin dilación a cada participante copia autenticada del presente Acuerdo y notificación de cada aceptación. Los textos español, francés e inglés del presente Acuerdo son igualmente auténticos.
- d) La entrada en vigor del presente Acuerdo entrañará la supresión del Grupo Consultivo Internacional de la Carne.

2. Aplicación provisional

Todo gobierno podrá depositar en poder del Director General de las PARTES CONTRATANTES del Acuerdo General una declaración de aplicación provisional del presente Acuerdo. Todo gobierno que deposite tal declaración aplicará provisionalmente el presente Acuerdo y será considerado provisionalmente como participante en el mismo.

3. Entrada en vigor

El presente Acuerdo entrará en vigor, para los participantes que lo hayan aceptado, el 1.º de enero de 1980. Para los participantes que lo acepten después de esta fecha, el presente Acuerdo entrará en vigor en la fecha de su aceptación.

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<sup>3</sup>Los términos "aceptación" y "aceptado" que se utilizan en este artículo comprenden el cumplimiento de todos los procedimientos de orden interno necesarios para la aplicación de las disposiciones del presente Acuerdo.

<sup>4</sup>A los efectos del presente Acuerdo, se entiende que el término "gobierno" comprende también las autoridades competentes de la Comunidad Económica Europea.

4. Vigencia

El período de vigencia del presente Acuerdo será de tres años. Al final de cada período de tres años este plazo se prorrogará tácitamente por un nuevo período trienal, salvo decisión en contrario del Consejo adoptada por lo menos ochenta días antes de la fecha de expiración del período en curso.

5. Modificaciones

Salvo lo dispuesto en materia de modificaciones en otras partes del presente Acuerdo, el Consejo podrá recomendar modificaciones de las disposiciones del mismo. Las modificaciones propuestas entrarán en vigor cuando hayan sido aceptadas por los gobiernos de todos los participantes.

6. Relación entre el presente Acuerdo y el Acuerdo General

Las disposiciones del presente Acuerdo se entenderán sin perjuicio de los derechos y obligaciones que incumben a los participantes en virtud del Acuerdo General.<sup>5</sup>

7. Denuncia

Todo participante podrá denunciar el presente Acuerdo. La denuncia surtirá efecto a la expiración de un plazo de sesenta días contados desde la fecha en que el Director General de las PARTES CONTRATANTES del Acuerdo General haya recibido notificación escrita de la misma.

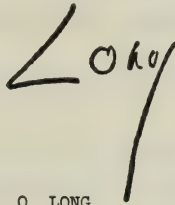
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<sup>5</sup>Esta disposición se aplica solamente entre los participantes que sean partes contratantes del Acuerdo General.

I hereby certify that the foregoing text is a true copy of the Arrangement Regarding Bovine Meat, done at Geneva on 12 April 1979, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme de l'Arrangement relatif à la viande bovine, établi à Genève le 12 avril 1979, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

Certifico que el texto que antecede es copia conforme del Acuerdo de la carne de bovino, hecho en Ginebra el 12 de abril de 1979, de cuyo texto original es depositario el Director General de las PARTES CONTRATANTES del Acuerdo General sobre Aranceles Aduaneros y Comercio.

A handwritten signature in black ink, consisting of a stylized 'L' followed by 'ong' and a long vertical stroke.

O. LONG

Director General  
Geneva

Directeur général  
Genève

Director General  
Ginebra



## MULTILATERAL

### International Civil Aviation

*Protocol amending article 50(a) of the convention of December 7, 1944.*

*Done at Montreal October 16, 1974;*

*Ratification advised by the Senate of the United States of America September 26, 1977;*

*Ratified by the President of the United States of America October 6, 1977;*

*Ratification of the United States of America deposited with the International Civil Aviation Organization October 20, 1977;*

*Proclaimed by the President of the United States of America April 3, 1980;*

*Entered into force February 15, 1980.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

#### CONSIDERING THAT:

The Protocol relating to an amendment to Article 50(a) of the Convention on International Civil Aviation was signed at Montreal on October 16, 1974, the text of which Protocol is hereto annexed;

The Senate of the United States of America by its resolution of September 26, 1977, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol;

The President of the United States of America ratified the Protocol on October 6, 1977, in pursuance of the advice and consent of the Senate;

The United States of America deposited its instrument of ratification on October 20, 1977, in accordance with the provisions of the Protocol;

The Protocol entered into force for the United States of America on February 15, 1980;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Protocol, to the end that it be observed and fulfilled with good faith on and after February 15,

1980, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this third day of April in the year of our Lord one thousand nine hundred eighty and of the  
[SEAL] Independence of the United States of America the two hundred fourth.

JIMMY CARTER

By the President:

CYRUS VANCE

*Secretary of State*

## PROTOCOL

relating to an amendment  
to Article 50(a)  
of the Convention on  
International Civil Aviation

Signed at Montreal,  
on 16 October 1974

THE ASSEMBLY  
OF THE INTERNATIONAL  
CIVIL AVIATION ORGANIZATION

HAVING MET in its Twenty-first Session, at Montreal on 14 October 1974,

HAVING NOTED that it is the general desire of Contracting States to enlarge the membership of the Council,

HAVING CONSIDERED it proper to provide for three additional seats in the Council, and accordingly to increase the membership from thirty to thirty-three, in order to permit an increase in the representation of States elected in the second, and particularly the third, part of the election, and

HAVING CONSIDERED it necessary to amend, for the purpose aforesaid, the Convention on International Civil Aviation done at Chicago on the seventh day of December 1944,<sup>[1]</sup>

- (1) APPROVED, in accordance with the provisions of Article 94(a) of the Convention aforesaid, the following proposed amendment to the said Convention:

In Article 50(a) of the Convention the second sentence shall be amended by replacing "thirty" by "thirty-three".

## PROTOCOLE

portant amendement  
de l'Article 50(a)  
de la Convention relative à  
l'Aviation civile internationale

Signé à Montréal  
le 16 octobre 1974

L'ASSEMBLEE de l'ORGANISATION  
DE L'AVIATION CIVILE  
INTERNATIONALE

S'ETANT REUNIE à Montréal, le 14 octobre 1974, pour tenir sa vingt et unième session,

AYANT PRIIS ACTE du désir général manifesté par les Etats contractants d'augmenter le nombre de membres du Conseil,

AYANT ESTIME approprié de pourvoir le Conseil de trois sièges supplémentaires et de porter ainsi de trente à trente-trois le nombre total de ses membres, afin de permettre d'augmenter la représentation des Etats élus au titre de la deuxième et, plus particulièrement, de la troisième partie de l'élection,

AYANT ESTIME nécessaire d'amender à cette fin la Convention relative à l'Aviation civile internationale établie à Chicago le 7 décembre 1944,

- 1) APPROUVE, conformément aux dispositions de l'alinéa a) de l'Article 94 de la Convention précitée, le projet d'amendement à ladite Convention dont le texte suit:

Amender la deuxième phrase de l'alinéa a) de l'Article 50 de la Convention en y remplaçant "trente" par "trente-trois".

## PROTOCOLO

relativo a una enmienda  
al Artículo 50(a)  
del Convenio sobre  
Aviación Civil Internacional

Firmado en Montreal  
el 16 de octubre de 1974

LA ASAMBLEA  
DE LA ORGANIZACION  
DE AVIACION CIVIL INTERNACIONAL

HABENDOSE REUNIDO en su vigésimo primer período de sesiones en Montreal el 14 de octubre de 1974,

HABENDO TOMADO NOTA del deseo general de los Estados contratantes de aumentar el número de miembros del Consejo,

HABENDO CONSIDERADO que es procedente crear tres puestos más en el Consejo y, en consecuencia, que el número de puestos se aumente de treinta a treinta y tres, a fin de permitir que se incremente la representación de los Estados que se eligen en la segunda, y en particular, en la tercera parte de la elección, y

HABENDO CONSIDERADO que, a tal fin, es necesario modificar el Convenio sobre Aviación Civil Internacional, hecho en Chicago el 7 de diciembre de 1944,

- 1) APRUEBA, de conformidad con lo dispuesto en el párrafo a) del Artículo 94 del mencionado Convenio, la siguiente propuesta de enmienda a dicho Convenio:

Que en el párrafo a) del Artículo 50 del Convenio, se enmiende la segunda frase sustituyendo "treinta" por "treinta y tres".

<sup>1</sup> TIAS 1591, 3756, 6605, 6681, 7616, 8092, 8162; 61 Stat. 1180; 8 UST 179; 19 UST 7693; 20 UST 718; 24 UST 1019; 26 UST 1061, 2374.



- (2) SPECIFIED, pursuant to the provisions of the said Article 94(a) of the said Convention, eighty-six as the number of Contracting States upon whose ratification the proposed amendment aforesaid shall come into force, and
- (3) RESOLVED that the Secretary General of the International Civil Aviation Organization draw up a Protocol, in the English, French and Spanish languages, each of which shall be of equal authenticity, embodying the proposed amendment above-mentioned and the matter hereinafter appearing:
- (a) The Protocol shall be signed by the President of the Assembly and its Secretary General.
- (b) The Protocol shall be open to ratification by any State which has ratified or adhered to the said Convention on International Civil Aviation.
- (c) The instruments of ratification shall be deposited with the International Civil Aviation Organization.
- (d) The Protocol shall come into force in respect of the States which have ratified it on the date on which the eighty-sixth instrument of ratification is so deposited.
- (e) The Secretary General shall immediately notify all Contracting States of the date of deposit of each ratification of the Protocol.
- (f) The Secretary General shall immediately notify all States parties to the said Convention of the date on which the Protocol comes into force.
- 2) FICHE à quatre-vingt-six le nombre d'Etats contractants dont la ratification est nécessaire à l'entrée en vigueur dudit amendement, conformément aux dispositions de l'alinéa a) de l'Article 94 de ladite Convention, et
- 3) DECIDE que le Secrétaire général de l'Organisation de l'Aviation civile internationale établira en langues française, anglaise et espagnole, chacune faisant également foi, un Protocole concernant l'amendement précité et comprenant les dispositions ci-dessous:
- a) Le Protocole sera signé par le Président et le Secrétaire général de l'Assemblée.
- b) Il sera soumis à la ratification de tout Etat contractant qui a ratifié la Convention relative à l'Aviation civile internationale ou y a adhéré.
- c) Les instruments de ratification seront déposés auprès de l'Organisation de l'Aviation civile internationale.
- d) Le Protocole entrera en vigueur le jour du dépôt du quatre-vingt-sixième instrument de ratification à l'égard des Etats qui l'auront ratifié.
- e) Le Secrétaire général notifiera immédiatement à tous les Etats contractants la date du dépôt de chaque instrument de ratification du Protocole.
- f) Le Secrétaire général notifiera immédiatement à tous les Etats parties à ladite Convention la date à laquelle ledit Protocole entrera en vigueur.
- 2) FIJA, de acuerdo con lo dispuesto en el párrafo a) del Artículo 94 del mencionado Convenio, en ochenta y seis el número de Estados contratantes cuya ratificación es necesaria para que dicha enmienda entre en vigor; y
- 3) DECIDE que el Secretario General de la Organización de Aviación Civil Internacional redacte un Protocolo en los idiomas español, francés e inglés, cada uno de los cuales tendrá la misma autenticidad, que contenga la propuesta de enmienda anteriormente mencionada, así como las disposiciones que se indican a continuación:
- a) El Protocolo será firmado por el Presidente y el Secretario General de la Asamblea.
- b) El Protocolo quedará abierto a la ratificación de todos los Estados que hayan ratificado el mencionado Convenio sobre Aviación Civil Internacional o se hayan adherido al mismo.
- c) Los instrumentos de ratificación se depositarán en la Organización de Aviación Civil Internacional.
- d) El Protocolo entrará en vigor, con respecto a los Estados que lo hayan ratificado, en la fecha en que se deposite el octogésimo-sexta instrumento de ratificación.
- e) El Secretario General comunicará inmediatamente a todos los Estados contratantes la fecha de depósito de cada una de las ratificaciones del Protocolo.
- f) El Secretario General notificará inmediatamente la fecha de entrada en vigor del Protocolo a todos los Estados partes en dicho Convenio.

(g) With respect to any Contracting State ratifying the Protocol after the date aforesaid, the Protocol shall come into force upon deposit of its instrument of ratification with the International Civil Aviation Organization.

CONSEQUENTLY, pursuant to the aforesaid action of the Assembly,

This Protocol has been drawn up by the Secretary General of the Organization;

IN WITNESS WHEREOF, the President and the Secretary General of the Twenty-first Session of the Assembly of the International Civil Aviation Organization, being authorized thereto by the Assembly, sign this Protocol.

DONE at Montreal on the sixteenth day of October of the year one thousand nine hundred and seventy-four, in a single document in the English, French and Spanish languages, each of which shall be of equal authenticity. This Protocol shall remain deposited in the archives of the International Civil Aviation Organization, and certified copies thereof shall be transmitted by the Secretary General of the Organization to all States parties to the Convention on International Civil Aviation done at Chicago on the seventh day of December 1944.

g) Le Protocole entrera en vigueur, à l'égard de tout Etat contractant qui l'aura ratifié après la date précitée, dès que cet Etat aura déposé son instrument de ratification auprès de l'Organisation de l'Aviation civile internationale.

EN CONSEQUENCE, conformément à la décision susmentionnée de l'Assemblée,

Le présent Protocole a été établi par le Secrétaire général de l'Organisation;

EN FOI DE QUOI, le Président et le Secrétaire général de la vingt et unième session de l'Assemblée de l'Organisation de l'Aviation civile internationale, autorisés à cet effet par l'Assemblée, signent le présent Protocole.

FAIT à Montréal le seize octobre de l'an mil neuf cent soixante-quatorze, en un seul exemplaire rédigé en langues française, anglaise et espagnole, chacune faisant également foi. Le présent Protocole restera déposé dans les archives de l'Organisation de l'Aviation civile internationale et le Secrétaire général de l'Organisation en transmettra des copies conformes à tous les Etats parties à la Convention relative à l'Aviation civile internationale faite à Chicago le sept décembre 1944.

g) El Protocolo entrará en vigor, respecto a todo Estado contratante que lo ratifique después de la fecha mencionada, a partir del momento en que se depone su instrumento de ratificación en la Organización de Aviación Civil Internacional.

POR LO TANTO, de acuerdo con la mencionada decisión de la Asamblea,

El presente Protocolo ha sido redactado por el Secretario General de la Organización;

EN TESTIMONIO DE LO CUAL, el Presidente y el Secretario General del XXI período de sesiones de la Asamblea de la Organización de Aviación Civil Internacional, debidamente autorizados por la Asamblea, firman el presente Protocolo.

HECHO en Montreal el diez y seis de octubre del año mil novecientos setenta y cuatro, en un documento único redactado en los idiomas español, francés e inglés, cada uno de los cuales tendrá la misma autenticidad. El presente Protocolo quedará depositado en los archivos de la Organización de Aviación Civil Internacional y el Secretario General de la Organización transmitirá copias certificadas conformes del mismo a todos los Estados partes en el Convenio sobre Aviación Civil Internacional hecho en Chicago el siete de diciembre de 1944.

Certified to be a true and complete copy  
Copie certifiée conforme  
Es copia fiel y auténtica

Legal Bureau *Rabb*  
Direction des Affaires juridiques  
Dirección de Asuntos Jurídicos  
ICAO OACI

Walter Binaghi  
President of the Assembly  
Président de l'Assemblée  
Presidente de la Asamblea

Assad Kotaite  
Secretary General  
Secrétaire général  
Secretario General

**NETHERLANDS**

**Atomic Energy: Research Participation and Technical  
Exchange in Loss of Fluid Test (LOFT) Program**

*Agreement signed at Washington and The Hague January 9  
and 20, 1978;*

*Entered into force January 20, 1978.*



AGREEMENT  
ON RESEARCH PARTICIPATION AND TECHNICAL EXCHANGE  
BETWEEN  
THE UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC)  
AND  
THE NETHERLANDS ENERGY RESEARCH FOUNDATION (ECN)  
IN  
THE USNRC LOFT RESEARCH PROGRAM  
COVERING A FOUR-YEAR PERIOD

The Contracting Parties

Considering that the United States Nuclear Regulatory Commission (USNRC) and the Netherlands Energy Research Foundation (ECN)

- (a) have a mutual interest in cooperation in the field of reactor safety research, and
- (b) have as a mutual objective improving and thus ensuring the safety of reactors on an international basis, and
- (c) have as a mutual objective the achievement of full reciprocity in the exchange of technical information in the field of reactor safety research, and
- (d) recognize that their respective Countries are member nations of the International Energy Agency which encourages cooperative programs on reactor safety research, and
- (e) have expressed their intention to participate cooperatively in the USNRC-funded Loss of Fluid Test (LOFT) research program at the Idaho National Engineering Laboratory, which is owned by the United States Government and operated under contractual arrangement between the EG&G, Inc., and the U.S. Department of Energy (DOE),

Have AGREED as follows:

## ARTICLE I - PROGRAM COOPERATION

The USNRC and the ECN, in accordance with the provisions of this Agreement and subject to applicable laws and regulations in force in their respective Countries, will join together for cooperative research in the USNRC LOFT program as described in the LOFT PROGRAM DESCRIPTION (LPD - 1 January 1975) attached as Appendix A.

## ARTICLE II - SCOPE OF AGREEMENT

## A. Scope of Responsibility - USNRC

1. The USNRC agrees to provide the necessary personnel, materials, equipment, and services for the performance of the LOFT research program described in the LOFT PROGRAM DESCRIPTION (LPD - 1 January 1975), or as amended, subject to the availability of funds.
2. The USNRC agrees to permit the ECN to assign up to two mutually agreed upon technical experts to the LOFT program for participation in the conduct and analysis of program experiments.
3. In addition, the USNRC agrees to permit the ECN to assign one technical expert as a consultant to the LOFT Program Review Group, which will periodically review the status of the present program and of future program plans.
4. The USNRC agrees to grant the ECN and its assignees access to all experimental data and results of analyses generated by the LOFT program during the period of this Agreement.
5. The USNRC agrees to provide the ECN access to operational computer codes and data developed to analyze experimental data generated by the LOFT program. Access to proprietary codes and data will not be provided except by written authorization of the owner.

## B. Scope of Responsibility - ECN

1. The ECN, as a contribution for the technical benefits received by participation in the USNRC LOFT research program and receipt of information under this Agreement, agrees to pay into a

specified U.S. Government account the amount of one hundred and sixty thousand dollars annually for the period of this Agreement, the initial payment to be made within a month after execution of the Agreement, with subsequent payments on each of the remaining anniversary dates of the execution of this Agreement.

2. It is further understood that in the event appropriate ECN-sponsored reactor safety research programs became available, which by mutual agreement would be of direct benefit to the LOFT research program, the Parties may arrange for substitution of technical benefits in kind for all or part of the financial contribution by ECN.
3. The ECN agrees to provide the USNRC and its assignees access to all results obtained from ECN's analyses of LOFT experimental data during the period of this Agreement.
4. The ECN agrees to provide the USNRC access to operational computer codes and data developed to analyze experimental data generated under the LOFT program. Access to proprietary codes will not be provided except by written authorization of the owner.
5. The ECN agrees to bear the total costs of transportation, living expenses and any other costs arising from its participation under this Agreement, and the transport and related costs for apparatus and other equipment furnished by the ECN.

#### ARTICLE III PATENTS

- A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this Agreement for ECN participation in the USNRC LOFT research program, the USNRC on behalf of the United States Government, as recipient party, and the ECN, as assigning party, hereby agree that:
  1. If made or conceived by personnel of one party (the assigning party) or its contractors while assigned to the other party (recipient party) or its contractors:
    - (a) The recipient party shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in its own Country and in third



countries, subject to a non-exclusive, irrevocable, royalty-free license to the assigning party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent for use in the production or utilization of special nuclear material or atomic energy; and

- (b) The assigning party shall acquire all right, title, and interest in and to any such invention, discovery, patent application, or patent in its own Country, subject to a non-exclusive, irrevocable, royalty-free license to the recipient party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent, for use in the production or utilization of special nuclear material or atomic energy.
- 2. If made or conceived other than by personnel in paragraph 1 above and while in attendance at meetings or when employing information which has been communicated under this exchange agreement by one party or its contractors to the other party or its contractors, the party making the invention shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in all countries, subject to the grant to the other party of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent in all countries, for use in the production or utilization of special nuclear material or atomic energy.
- B. Neither party shall discriminate against citizens of the Country of the other party with respect to granting any license or sublicense under any invention pursuant to subparagraphs A(1) and A(2) above.
- C. Each party will assume the responsibility to pay awards or compensation required to be paid to its nationals according to the laws of its Country.

#### ARTICLE IV - EXCHANGE OF SCIENTIFIC INFORMATION AND USE OF RESULTS OF PROGRAM

- A. Both parties agree that, pending the grant by the transmitting party of approval to publish, information developed or transmitted under this Agreement will be freely available to governmental authorities and organizations cooperating with the parties. Such

information, except as noted below in paragraphs B and C, may, as required by the administrative procedure in its own country, also be made available to the public by either party through customary channels and in accordance with the normal procedures of the parties.

- B. It is recognized by both parties that in the process of exchanging information, or in the process of other cooperation, the parties may provide to each other "industrial property of a proprietary nature." Such property, including trade secrets, inventions, patent information, and know-how, made available hereunder and which bears a restrictive designation, shall be respected by the receiving party and shall not be used for commercial purposes or made public without the consent of the transmitting party. Such property is defined as:
- (a) Of a type customarily held in confidence by commercial firms;
  - (b) Not generally known or publicly available from other sources;
  - (c) Not having been made available previously by the transmitting party or others without an agreement concerning its confidentiality; and
  - (d) Not already in possession of the receiving party or its contractors.
- C. Recognizing that "industrial property of a proprietary nature," as defined above, may be necessary for the conduct of a specific cooperative project or may be included in an exchange of information, such property shall be used only in the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed, be limited as follows:
- (a) To persons within or employed by the receiving party, and to other concerned government agencies of the receiving party, and
  - (b) To prime or subcontractors of the receiving party for use only within the country of the receiving party and within the framework of its contract(s) with the respective party engaged in work relating to the subject matter or the information so disseminated, and
  - (c) On an as-needed, case-by-case basis, to organizations licensed by the receiving party to construct or operate nuclear production or utilization facilities, provided that such information is used only within the terms of the license and in work relating to the subject matter of the information so disseminated, and

- (d) To contractors of licensed organizations in subparagraph (c) receiving such information, for use only in work within the scope of the license,

PROVIDED that the information disseminated to any person under subparagraphs (b), (c) and (d) above shall be pursuant to an agreement of confidentiality.

- D. The application or use of any information exchanged or transferred between the parties under this Agreement shall be the responsibility of the party receiving the information, and the transmitting party does not warrant the suitability of the information for any particular use or application.

#### ARTICLE V - DISPUTES

Any dispute between the USNRC and the ECN concerning the application or interpretation of this Agreement that is not settled through consultation shall be submitted to the jurisdiction of the United States Federal courts. This Agreement shall be construed in accordance with the internal Federal law applicable in the appropriate United States Courts, to agreements to which the Government of the United States is a party.

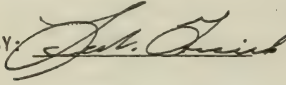
#### ARTICLE VI - FINAL PROVISIONS

- A. This Agreement shall enter into force upon signature of the parties and shall remain in force for a period of 4 years.
- B. Either party may withdraw from the present Agreement after providing the other party written notice 6 months prior to its intended date of withdrawal.
- C. The ECN may at its option participate in a continuation of the USNRC LOFT program beyond the 4-year period of this Agreement under mutually acceptable terms and conditions.
- D. If the USNRC LOFT technical program is substantially increased by mutual agreement, the USNRC and ECN agree to consider equitable adjustments in the ECN contribution.
- E. If the LOFT research program is substantially reduced or eliminated, equitable work determined by the USNRC and ECN to be of equivalent programmatic interest will be substituted as may be mutually agreed.



FOR THE UNITED STATES  
NUCLEAR REGULATORY COMMISSION

BY:

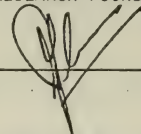
 [1]

TITLE: Executive Director  
for Operations

DATE: January 9, 1978

FOR THE NETHERLANDS  
ENERGY RESEARCH FOUNDATION

BY:

 [2]

TITLE: Technical Managing Director

DATE: January 20, 1978

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<sup>1</sup> Lee V. Gossick.

<sup>2</sup> J. Pelser.

## **THAILAND**

### **Air Transport Services**

***Agreement signed at Bangkok December 7, 1979;  
Entered into force December 7, 1979.***

AIR TRANSPORT AGREEMENT  
BETWEEN THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE  
KINGDOM OF THAILAND

The Government of the United States of America and the  
Government of the Kingdom of Thailand,

Desiring to promote an international air transport system  
based on fair and constructive competition among airlines in the  
marketplace with as little governmental intervention and regulation  
as possible, consistent with the provisions of this Agreement,

Desiring to facilitate the expansion of international air  
transport opportunities,

Desiring to make it possible for airlines to offer the  
traveling and shipping public a variety of service options at  
the lowest prices that are not predatory or discriminatory and  
do not represent abuse of a dominant position and wishing to  
encourage designated airlines to develop and implement innovative  
and competitive prices,

Desiring to ensure the highest degree of safety and security  
in international air transport and reaffirming their grave concern  
about acts or threats against the security of aircraft, which  
jeopardize the safety of persons or property, adversely affect  
the operation of air transportation, and undermine public confidence  
in the safety of civil aviation,



Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944,<sup>[1]</sup>

Desiring to conclude a revised agreement covering scheduled and charter air transportation to replace the Air Services Agreement concluded between them and signed at Bangkok on February 26, 1947,<sup>[2]</sup>

Have agreed as follows:

ARTICLE 1

Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

(a) "Aeronautical authorities" means, in the case of the United States, the Civil Aeronautics Board or the Department of Transportation, whichever has jurisdiction, or their successor agencies, and in the case of the Kingdom of Thailand, means the Minister of Communications and/or any person or body authorized to perform any Civil Aviation or similar functions exercised by the said Minister;

(b) "Agreement" means this Agreement, its Annexes, and any amendments thereto;

(c) "Air transportation" means any operation performed by aircraft for the public carriage of traffic in passengers (and their baggage), cargo and mail, separately or in combination, for remuneration or hire;

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<sup>1</sup> TIAS 1591, 3756, 6605, 6681, 7616, 8092, 8162; 61 Stat. 1180; 8 UST 179; 19 UST 7693; 20 UST 718; 24 UST 1019; 26 UST 1061, 2374.

<sup>2</sup> TIAS 1607, 6837; 61 Stat. 2789; 21 UST 470.

(d) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:

- (i) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and
- (ii) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Parties;

(e) "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement;

(f) "Price" means:

- (i) any fare, rate or price to be charged by airlines, or their agents, and the conditions governing the availability of such fare, rate or price;
- (ii) the charges and conditions for services ancillary to carriage of traffic which are offered by airlines; and
- (iii) amounts charged by airlines to air transportation intermediaries;

for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation.

(g) "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers (and their baggage), cargo and mail in air transportation;

(h) "Territory" means the land areas under the sovereignty, jurisdiction, protection, or trusteeship of a Party, and the territorial waters adjacent thereto; and

(i) "User charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property or facilities.

(j) "Full economic costs" means the direct cost of providing service plus a reasonable charge for administrative overhead.

## ARTICLE 2

### Grant of Rights

(1) Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines of the other Party:

- (a) the right to fly across its territory without landing;
- (b) the right to make stops in its territory for non-traffic purposes;
- (c) the rights otherwise specified in this Agreement.

(2) Nothing in paragraph (1) of this Article shall be deemed to grant the right for one Party's airlines to participate in air transportation between points in the territory of the other Party.

## ARTICLE 3

### Designation and Authorization

(1) Each Party shall have the right to designate as many airlines as it wishes, consistent with its domestic laws and



policies, to conduct international air transportation in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct the type of air transportation specified in Annex I or in Annex II or in both.

(2) On receipt of such a designation and of applications in the form and manner prescribed from the designated airline for operating authorizations and technical permissions, the other Party shall grant appropriate authorizations and permissions with minimum procedural delay, provided:

- (a) substantial ownership and effective control of that airline are vested in the Party designating the airline, nationals of that Party, or both.
- (b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and
- (c) the Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety).

#### ARTICLE 4

##### Revocation of Authorization

(1) Each Party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Party where:

- (a) substantial ownership and effective control of that airline are not vested in the other Party or the other Party's nationals;
- (b) that airline has failed to comply with the laws and regulations referred to in Article 5 of this Agreement; or
- (c) the other Party is not maintaining and administering the standards as set forth in Article 6 (Safety).

(2) Unless immediate action is essential to prevent further non-compliance with subparagraphs (1) (b) or (1) (c) of this Article, the rights established by this Article shall be exercised only after Consultation with the other Party.

#### ARTICLE 5

##### Application of Laws

(1) While entering, within or leaving the territory of one Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.

(2) While entering, within or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by or on behalf of such passengers, crew or cargo of the other Party's airlines.

ARTICLE 6Safety

(1) Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards which may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

(2) Each Party may request consultations concerning the safety and security standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards; and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate action within a reasonable time.



ARTICLE 7Aviation Security

Each Party:

(1) reaffirms its commitment to act consistently with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963, <sup>[1]</sup> the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970, <sup>[2]</sup> and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971; <sup>[3]</sup>

(2) shall require that operators of aircraft of its registry act consistently with applicable aviation security provisions established by the International Civil Aviation Organization; and

(3) shall provide maximum aid to the other Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to aviation security; give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other Party by facilitating communications intended to terminate such incidents rapidly and safely.

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<sup>1</sup> TIAS 6768; 20 UST 2941.

<sup>2</sup> TIAS 7192; 22 UST 1641.

<sup>3</sup> TIAS 7570; 24 UST 564.

ARTICLE 8Commercial Opportunities

(1) The airline or airlines of one Party may establish offices in the territory of the other Party for the promotion and sale of air transportation.

(2) The designated airline or airlines of one Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, bring in and maintain in the territory of the other Party managerial, sales, technical, operational and other specialist staff required for the provision of air transportation.

(3) Each designated airline may perform its own ground handling in the territory of the other Party ("self-handling") or, at its option, select among competing, authorized agents and designated airlines of either Party engaged in regular air transportation, scheduled or charter, in the territory of the other Party, for such services. These rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services if self-handling were possible.

(4) Each designated airline of one Party may engage in the sale of air transportation in the territory of the other Party directly and, at the airline's discretion, through its agents,

except as may be specifically provided by the charter regulations of the country in which the charter traffic originates. Each designated airline may sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or, subject to domestic law, in freely convertible currencies.

(5) Each designated airline of one Party may convert and remit, without restrictions or taxation, to its country, on demand, local revenues in excess of sums locally disbursed. Such conversion and remittance shall be permitted promptly, in accordance with the applicable administrative currency regulations, at the rate of exchange for current transactions and remittance.

#### ARTICLE 9

##### Customs Duties and Taxes

(1) On arriving in the territory of one Party, aircraft operated in international air transportation by the designated airlines of the other Party, their regular aircraft equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during the flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital



levies, customs duties, excise taxes, and similar fees and charges imposed by the national authorities, and not based on the cost of services provided, provided such equipment and supplies remain on board the aircraft.

(2) There shall also be exempt, on the basis of reciprocity, from the taxes, duties, fees and charges referred to in paragraph (1) of this Article, with the exception of charges based on the cost of the service provided, as follows:

- (a) aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of a designated airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;
- (b) ground equipment and spare parts including engines introduced into the territory of a Party for the servicing, maintenance or repair of aircraft of a designated airline of the other Party used in international air transportation; and
- (c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of a designated airline of the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.

(3) Equipment and supplies referred to in paragraphs (1) and (2) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The exemptions provided for by this Article shall also be available where the designated airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs (1) and (2) of this Article.

(5) Each party shall use its best efforts to secure for the designated airlines of the other Party, on the basis of reciprocity, an exemption from taxes, duties, charges and fees imposed by State, regional and local authorities on the items specified in paragraphs (1) and (2) of this Article, as well as from fuel through - put charges, in the circumstances described in this Article, except to the extent that the charges are based on the actual cost of providing the service.

#### ARTICLE 10

##### User Charges

(1) User charges imposed by the competent charging authorities on the airlines of the other Party shall be just, reasonable, and non-discriminatory.

(2) User charges imposed on the airlines of the other Party may reflect, but shall not exceed, an equitable portion of the full economic cost to the competent charging authorities of providing the airport, air navigation, and aviation security facilities and services. Facilities and services for which charges are made shall be provided on an efficient and economic basis. Reasonable notice

shall be given prior to changes in user charges. Each Party shall encourage consultations between the competent charging authorities in its territory and airlines using the services and facilities, and shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges.

#### ARTICLE 11

##### Fair Competition

(1) Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in the international air transportation covered by this Agreement.

(2) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competition practices adversely affecting the competitive position of the airlines of the other Party.

(3) Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airline or airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(4) Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of the Agreement.



(5) Neither Party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce uniform conditions as foreseen by paragraph (3) of this Article or as may be specifically authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party.

#### ARTICLE 12

##### Pricing (Mutual Disapproval)

(1) Each Party shall allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to :

- (a) prevention of predatory or discriminatory prices or practices;
- (b) protection of consumers from prices that are unduly high or restrictive because of the abuse of a dominant position; and
- (c) protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

(2) Each Party may require notification to or filing with its aeronautical authorities of prices proposed to be charged to or from its territory by airlines of the other Party. Notification or filing

by the airlines of both Parties may be required no more than 60 days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Party shall require the notification or filing by airlines of the other Party or by airlines of third countries of prices charged by charterers to the public for traffic originating in the territory of that other Party.

(3) Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (a) an airline of either Party or by an airline of a third country for international air transportation between the territories of the Parties, or (b) an airline of one Party for international air transportation between the territory of the other Party and a third country, including in both cases transportation on an interline or intra-line basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph (1) of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without mutual agreement, that price shall go into or continue in effect.

(4) Notwithstanding paragraph (3) of this Article, each Party shall allow (a) any airline of either Party or any airline of a third country to meet a lower or more competitive price proposed or charged

by any other airline or charterer for international air transportation between the territories of the Parties, and (b) any airline of one Party to meet a lower or more competitive price proposed or charged by any other airline or charterer for international air transportation between the territory of the other Party and a third country.

As used herein, the term "meet" means the right to establish on a timely basis, using such expedited procedures as may be necessary, an identical or similar price on a direct, interline or intra-line basis, notwithstanding differences in conditions relating to routing, roundtrip requirements, connections, type of service or aircraft type, or such price through a combination of prices.

#### ARTICLE 13

##### Consultations

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed. Each Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions. If there are any revisions of this Agreement or its annexes as a result of such consultations, they shall be confirmed by an exchange of Diplomatic Notes.



ARTICLE 14Settlement of Dispute

(1) Any dispute arising under this Agreement which is not resolved by a first round of formal consultations, except those which may arise under paragraph 3 of Article 12 (Pricing), may be referred by agreement of the Parties for decision to some person or body. If the Parties do not so agree, the dispute shall at the request of either Party be submitted to arbitration in accordance with the procedures set forth below.

(2) Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

- (a) within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;
- (b) if either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (a) of this paragraph, either Party may request the President of the International Court of Justice to appoint the necessary arbitrator or arbitrators within 30 days. If the President is of the same nationality as one of the Parties, the most Senior Vice President who is not disqualified on that ground shall make the appointment.

(3) Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than 15 days after the tribunal is fully constituted.

(4) Except as otherwise agreed, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Party or at its discretion within 15 days after replies are due.

(5) The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted, whichever is sooner. The decision of the majority of the tribunal shall prevail.

(6) The Parties may submit requests for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.

(7) Each Party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

(8) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the International

Court of Justice in connection with the procedures of paragraph (2) (b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

#### ARTICLE 15

##### Termination

Either Party may, at any time give notice in writing, through Diplomatic channels, to the other Party, of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of notice to the other Party) immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period.

#### ARTICLE 16

##### Multilateral Agreement

If a multilateral agreement, accepted by both Parties, concerning any matter covered by this Agreement enters into force, this Agreement shall be amended so as to conform with the provisions of the multilateral agreement.

#### ARTICLE 17

##### Registration with ICAO

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.



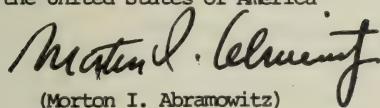
ARTICLE 18Entry Into Force

This Agreement shall enter into force on the date of signature and shall supercede the Air Services Agreement of February 26, 1947, as amended.

IN WITNESS WHEREOF the Undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE at Bangkok on this Seventh day of December 1979, in English language in two originals.

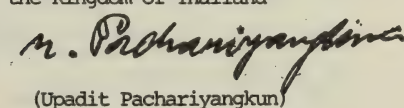
For the Government of  
the United States of America

  
(Morton I. Abramowitz)

Ambassador

Extraordinary and Plenipotentiary

For the Government of  
the Kingdom of Thailand

  
(Upadit Pachariyangkum)

Minister of Foreign Affairs

ANNEX 1SCHEDULED AIR SERVICESection 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation (1) between points on the following routes, and (2) between points on such routes and points in third countries through points in the territory of the Party which has designated the airline.

A. Routes for the airline or airlines designated by the Government of the United States:

From the United States via intermediate points to points in Thailand and beyond.

B. Routes for the airline or airlines designated by the Government of the Kingdom of Thailand:

1. From Thailand via intermediate points to New York.
2. From Thailand via intermediate points to Honolulu and Los Angeles and beyond to Canada and Europe.
- 3.<sup>1/</sup> From Thailand via intermediate points across the Pacific to Guam,<sup>2/</sup> Honolulu, Seattle,<sup>2/</sup> Los Angeles and one additional point <sup>2/</sup> in the United States to be selected by Thailand with the option to change the point by giving sixty days' prior notice, and beyond to points in Canada.

1/ Operations on Route 3 will not begin prior to the legal implementation of the terms of Article 12 of the Air Transport Agreement by the Royal Thai Government, which will notify the U.S. Government of such implementation by Diplomatic Note. (See paragraph 5 of the Memorandum of Understanding dated June 15, 1979, for additional provisions concerning Route 3.)

2/ Four roundtrip frequencies per week may be operated through Tokyo serving Guam, Seattle or the additional U.S. point, whether served directly or indirectly through another U.S. point. Frequencies in excess of four roundtrips per week through Tokyo to these points shall be implemented in accordance with paragraph 5 of the Memorandum of Understanding dated June 15, 1979. [Footnotes in the original.]

#### Section 2

Each designated airline may, on any or all flights and at its option, operate flights in either or both directions and without directional or geographic limitation, serve points on the routes in any order, and omit stops at any points or points outside the territory of the Party which has designated that airline, without loss of any right to carry traffic otherwise permissible under the Agreement.

#### Section 3

On any international segment or segments of the routes described in Section 1 above, a designated airline may perform international air transportation without any limitation as to



change, at any point on the route, in type or number of aircraft operated, provided that in the outbound direction the transportation beyond such point is a continuation of the transportation from the territory of the Party which has designated the airline and, in the inbound direction, the transportation to the territory of the Party which has designated the airline is a continuation of the transportation beyond such point.

ANNEX IICharter Air ServiceSection 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation to, from and through any point or points in the territory of the other Party, either directly or with stopovers en route, for one-way or roundtrip carriage of the following traffic:

(a) any traffic to or from a point or points in the territory of the Party which has designated the airline;

(b) any traffic to or from a point or points beyond the territory of the Party which has designated the airline and carried between the territory of that Party and such beyond point or points

(i) in transportation other than under this Annex; or (ii) in transportation under this Annex with the traffic making a stopover of at least two consecutive nights in the territory of that Party.

Section 2

With regard to traffic originating in the territory of either Party, each airline performing air transportation under this Annex shall comply with such laws, regulations and rules of the Party in whose territory the traffic originates, whether on a one-way or roundtrip basis, as that Party now or hereafter specifies shall be applicable to such transportation. When the regulations or rules

of one Party apply more restrictive terms, conditions or limitations to one or more of its airlines, the designated airlines of the other Party shall be subject to the least restrictive of such terms, conditions or limitations. Moreover, if the aeronautical authorities of either Party promulgate regulations or rules which apply different conditions to different countries, each Party shall apply the most liberal regulation or rule to the designated airlines of the other Party.

### Section 3

Neither Party shall require a designated airline of the other Party, in respect of the carriage of traffic from the territory of that other Party on a one-way or roundtrip basis, to submit more than a declaration of conformity with the laws, regulations and rules of that other Party referred to under Section 2 of this Annex or of a waiver of these regulations or rules granted by the aeronautical authorities of that other Party.



## MULTILATERAL

### **Atomic Energy: Enriched Uranium Transfer for Research Reactor in Indonesia**

*Agreement signed at New Delhi December 7, 1979;  
Entered into force December 7, 1979.  
With exchange of notes.*

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY  
AND THE GOVERNMENTS OF INDONESIA AND THE UNITED STATES  
OF AMERICA FOR THE TRANSFER OF ENRICHED  
URANIUM FOR A RESEARCH REACTOR IN INDONESIA

WHEREAS the International Atomic Energy Agency (hereinafter called the "Agency") and the Government of Indonesia (hereinafter called "Indonesia") on 19 December 1969<sup>[1]</sup> signed an agreement (hereinafter called the "Project Agreement") for assistance by the Agency to Indonesia in continuing a training and research project for peaceful purposes relating to the Triga Mark II research reactor (hereinafter called the "reactor") at the Bandung Reactor Centre in Bandung, Republic of Indonesia;

WHEREAS the Agency, Indonesia, and the United States Atomic Energy Commission, acting on behalf of the Government of the United States of America (hereinafter called the "United States"), on 19 December 1969 and 14 September 1972 concluded contracts, as amended, for the transfer of enriched uranium for the reactor, pursuant to which supplies of enriched uranium were delivered to Indonesia;

WHEREAS Indonesia, in connection with the Project Agreement, has requested the assistance of the Agency in securing from the United States an additional supply of enriched uranium for the reactor;

WHEREAS the Board of Governors of the Agency (hereinafter called the "Board") approved the additional assistance for the project on 30 November 1979;

WHEREAS Indonesia and the United States, being Parties to the Treaty on the Non-Proliferation of Nuclear Weapons<sup>[2]</sup> (hereinafter called the "Treaty"), desire to promote universal adherence to the Treaty;

WHEREAS Indonesia and the United States affirm support of the objectives of the Treaty and the Statute of the Agency<sup>[3]</sup> and, in this regard, have demonstrated their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which, to the maximum extent, will prevent the proliferation of nuclear explosive devices;

WHEREAS Indonesia has made arrangements with a manufacturer (hereinafter called the "manufacturer") for the fabrication of enriched uranium into additional fuel elements for the reactor;

WHEREAS, under the Agreement for Co-operation between the Agency and the United States, concluded on 11 May 1959, as amended<sup>[4]</sup> (hereinafter called the "Co-operation Agreement"), the United States undertook to make available to the Agency pursuant to its Statute certain quantities of special fissionable material, and also undertook, subject to applicable provisions of the Co-operation Agreement and licence requirements, to permit, upon request of the Agency, persons under the jurisdiction of the United States to make arrangements to transfer and export materials, equipment or facilities for Members of the Agency in connection with an Agency project; and

<sup>1</sup> 733 UNTS 115.

<sup>2</sup> Done July 1, 1968. TIAS 6839; 21 UST 483.

<sup>3</sup> Done Oct. 26, 1956. TIAS 3873; 3 UST 1093.

<sup>4</sup> TIAS 4291, 7852; 10 UST 1424; 25 UST 1199.

WHEREAS, pursuant to the Co-operation Agreement, the Agency and the United States on 14 June 1974 concluded a Master Agreement Governing Sales of Source, By-Product and Special Nuclear Materials for Research Purposes (hereinafter called the "Master Agreement");

NOW THEREFORE the Agency, Indonesia and the United States hereby agree as follows:

#### ARTICLE I

##### Supply of Enriched Uranium

1. The Agency, pursuant to Article IV of the Co-operation Agreement, shall request the United States to permit the transfer and export to Indonesia of up to a total net amount of 3647.67 grams of uranium-235 contained in 18 330 grams of uranium enriched to approximately 19.90 per cent (hereinafter called the "supplied material"), contained in fuel elements for use in the reactor.
2. The United States, subject to the provisions of the Co-operation Agreement and the Master Agreement and to the issuance of any required licences or permits, shall transfer to the Agency and the Agency shall transfer to Indonesia the supplied material.
3. The particular terms and conditions for the transfer of the supplied material, including all charges for or connected with such material, a schedule of deliveries and shipping instructions, shall be specified in a supplemental contract to the Master Agreement, to be concluded between the Agency, Indonesia and the United States (hereinafter called the "Supplemental Contract").
4. The supplied material and any nuclear material produced through its use, including subsequent generations of produced special fissionable material, shall be used exclusively by and remain at the Bandung Reactor Centre in Bandung, Republic of Indonesia, unless otherwise agreed by the Parties to this Agreement (hereinafter called the "Parties").
5. The supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be stored or reprocessed or otherwise altered in form or content only under conditions and in facilities acceptable to Indonesia and the United States. Such material shall not be further enriched unless Indonesia and the United States agree.

#### ARTICLE II

##### Shipment of the Supplied Material

All arrangements for the export from the United States of America of the supplied material shall be the responsibility of Indonesia and the manufacturer. Prior to the export of such material, Indonesia shall notify the Agency of the amount thereof and of the date, place and method of shipment.

#### ARTICLE III

##### Payment

1. Indonesia shall pay the manufacturer all charges for or connected with the fabrication of the supplied material into fuel elements, in accordance with the arrangements made between Indonesia and the manufacturer.



2. Indonesia shall pay the United States all charges for or connected with the supplied material in accordance with the provisions of the Supplemental Contract, except as provided for in paragraph 4 of this Article.

3. In extending their assistance for the project, neither the Agency nor the United States assumes any financial responsibility in connection with the transfers of the supplied material by the United States to Indonesia.

4. In order to assist and encourage research on peaceful uses or for medical therapy, the United States has in each calendar year offered to distribute to the Agency, free of charge, special fissionable material of a value of up to US \$50 000 at the time of transfer, to be supplied from the amounts specified in Article II, A of the Co-operation Agreement. If the United States finds the project to which this Agreement relates eligible, it shall decide by the end of the calendar year in which this Agreement is concluded on the extent, if any, to which the project shall benefit by the gift offer, and shall promptly notify the Agency and Indonesia of that decision. The payments provided for in paragraph 2 of this Article shall be reduced by the value of any gift material thus made available or, if payments for such material have been made by Indonesia, the United States shall credit Indonesia with the value of such material.

#### ARTICLE IV

##### Transport, Handling and Use

Indonesia and the United States shall take all appropriate measures to ensure the safe transport, handling and use of the supplied material. Neither the United States nor the Agency warrants the suitability or fitness of the supplied material for any particular use or application or shall at any time bear any responsibility towards Indonesia or any person for any claims arising out of the transport, handling or use of the supplied material.

#### ARTICLE V

##### Safeguards

1. Indonesia undertakes that none of the following materials shall be used for the manufacture of any nuclear weapon or any nuclear explosive device or for research on or the development of any nuclear weapon or any nuclear explosive device, or for any other military purpose:

(a) The supplied material;

(b) Any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material.

2. The Agency shall apply safeguards to the nuclear material referred to in paragraph 1 above in accordance with the provisions of the Project Agreement.

3. Indonesia shall permit the Agency and the Agency undertakes to inform the United States of the status of all inventories of any materials required to be safeguarded under this Agreement, should the United States so request.

#### ARTICLE VI

##### Safety Standards and Measures

The safety standards and measures specified in the Project Agreement shall, to the extent relevant, apply to the nuclear material subject to this Agreement.

## ARTICLE VII

## Physical Protection

1. Indonesia undertakes that adequate physical protection shall be maintained with respect to the supplied material and any special fissionable material used in or produced through the use of the reactor or the supplied material.
2. The Parties agree to the levels for the application of physical protection set forth in the Annex to this Agreement, which levels may be modified by mutual consent of the Parties without amendment to this Agreement. Indonesia shall maintain adequate physical security measures in accordance with such levels. These measures shall as a minimum provide protection comparable to that set forth in Agency document INFCIRC/225/Rev.1, entitled "The Physical Protection of Nuclear Material", as it may be revised from time to time.

## ARTICLE VIII

## Settlement of Disputes

1. Any dispute arising out of the interpretation or implementation of this Agreement, which is not settled by negotiation or as may otherwise be agreed by the Parties concerned, shall on the request of any such Party be submitted to an arbitral tribunal composed as follows: each Party to the dispute shall designate one arbitrator and the arbitrators so designated shall by unanimous decision elect an additional arbitrator, who shall be the Chairman. If the number of arbitrators so selected is even, the Parties to the dispute shall by unanimous decision elect an additional arbitrator. If within thirty (30) days of the request for arbitration any Party to the dispute has not designated an arbitrator, any other Party to the dispute may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if within thirty (30) days of the designation or appointment of the arbitrators, the Chairman or any required additional arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedures shall be established by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties to the dispute, shall be final and binding on all the Parties concerned. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice.
2. Any decision of the Board concerning the implementation of Article V or VI shall, if the decision so provides, be given effect immediately by Indonesia and the Agency pending the final settlement of any dispute.

## ARTICLE IX

## Entry into Force and Duration

1. This Agreement shall enter into force upon signature by the authorized representatives of Indonesia and the United States and by or for the Director General of the Agency.
2. This Agreement shall continue in effect so long as any nuclear material which was ever subject to this Agreement remains in the territory of Indonesia or under the jurisdiction of Indonesia or under its control anywhere, or until such time as the Parties agree that such material is no longer usable for any nuclear activity relevant from the point of view of safeguards.

DONE in *New Delhi* this *seventh*... day of *December*, 1979, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

*Sigvard Eklund* <sup>[1]</sup>

For the GOVERNMENT OF INDONESIA:

*Harjono Nimpuno* <sup>[2]</sup>

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

*Louis V. Nosenzo* <sup>[3]</sup>

[SEAL]

<sup>1</sup> Sigvard Eklund.

<sup>2</sup> Harjono Nimpuno.

<sup>3</sup> Louis V. Nosenzo.



## ANNEX

## LEVELS OF PHYSICAL PROTECTION

Pursuant to Article VII, the agreed levels of physical protection to be ensured by the competent national authorities in the use, storage and transportation of nuclear material listed in the attached table shall as a minimum include protection characteristics as follows:

## CATEGORY III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements between sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of the supplier State and the recipient State, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

## CATEGORY II

Use and storage within a protected area to which access is controlled, i.e. an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements between sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of the supplier State and the recipient State, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

## CATEGORY I

Materials in this category shall be protected with highly reliable systems against unauthorized use as follows:

Use and storage within a highly protected area, i.e. a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault short of war, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of Category II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL<sup>a</sup>

Material	Form	Category		
		I	II	III
1. Plutonium <sup>a,f</sup>	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less <sup>c</sup>
2. Uranium-235 <sup>d</sup>	Unirradiated <sup>b</sup>			
	– uranium enriched to 20% <sup>235</sup> U or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less <sup>c</sup>
	– uranium enriched to 10% <sup>235</sup> U but less than 20%	–	10 kg or more	Less than 10 kg <sup>c</sup>
	– uranium enriched above natural, but less than 10% <sup>235</sup> U	–	–	10 kg or more
3. Uranium-233	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less <sup>c</sup>

<sup>a</sup> All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.

<sup>b</sup> Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.

<sup>c</sup> Less than a radiologically significant quantity should be exempted.

<sup>d</sup> Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

<sup>e</sup> Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its original fissile material content is included as Category I or II before irradiation should only be reduced one Category level, while the radiation level from the fuel exceeds 100 rads/h at one meter unshielded.

<sup>f</sup> The State's competent authority should determine if there is a credible threat to disperse plutonium malevolently. The State should then apply physical protection requirements for category I, II or III of nuclear material, as it deems appropriate and without regard to the plutonium quantity specified under each category herein, to the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal threat.

[Footnotes in the original.]

## [EXCHANGE OF NOTES]

The Government of the United States refers to the Third Supply Agreement between the International Atomic Energy Agency (hereinafter referred to as the "Agency") and the Governments of the Republic of Indonesia and the United States of America concerning the transfer of enriched uranium (hereinafter referred to as the "Supply Agreement"), and to the Project Agreement of December 19, 1969, as amended, between the Government of Indonesia and the Agency (hereinafter referred to as the "Project Agreement") whereby the Agency has granted its assistance to Indonesia in obtaining enriched uranium for use in the Triga Mark II research reactor at the Bandung Reactor Center in Bandung, Republic of Indonesia.

During the discussions leading up to the Supply Agreement and amendments to the Project Agreement, which were signed today, the following understandings were reached between the Government of the United States of America and the Government of the Republic of Indonesia.

If Indonesia or the United States becomes aware of circumstances which demonstrate that the Agency for any reason is not or will not be applying safeguards as provided

New Delhi,

December 7, 1979



for in Sections 5 and 6 of the Project Agreement and referenced in Article V of the Supply Agreement, the Party shall inform the other and, to ensure effective continuity of safeguards, the Parties shall immediately enter into arrangements which conform with Agency safeguards principles and procedures and with the coverage required by those Sections and which provide assurance equivalent to that intended to be secured by the system they replace.

If either Party becomes aware of circumstances referred to in the above paragraph, following consultation with Indonesia the United States shall be permitted to conduct the activities listed below, unless the United States agrees that the need to conduct such activities is being satisfied by the application of Agency safeguards under arrangements pursuant to that paragraph:

- (1) to review in a timely fashion the design of any equipment or facility which is to use, fabricate, process, or store any material transferred pursuant to the Supply Agreement or any special nuclear material used in or produced through the use of such material;

- (2) to require the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for material transferred by the United States pursuant to the

Supply Agreement and any source or special nuclear material used in or produced through the use of such material so transferred; and

(3) to designate personnel, in consultation with Indonesia, who shall have access to all places and data necessary to account for the material in paragraph (2), to inspect any equipment or facility referred to in paragraph (1), and to install any devices and make such independent measurements as may be deemed necessary to account for such material. Such personnel shall be accompanied by personnel designated by Indonesia.

Indonesia confirmed its undertaking to establish and maintain a system of accounting for and control of all material subject to the Supply Agreement, the procedures of which shall be comparable to those set forth in Agency document INFCIRC/153 (corrected), or in any revision of that document agreed to by Indonesia and the United States.

If Indonesia at any time following entry into force of the Supply Agreement

(a) does not comply with the provisions of Articles I(4), I(5), V and VII of the Supply Agreement,

(b) terminates, abrogates or materially violates a safeguards agreement with the Agency, or

(c) detonates a nuclear explosive device, the United States shall have the rights to cease further cooperation under the Supply Agreement and to require the return of any material transferred under the Supply Agreement and any special nuclear material produced through its use.

The United States and Indonesia shall periodically exchange through the Agency information concerning the physical protection measures maintained by Indonesia pursuant to Article VII of the Supply Agreement. The adequacy and implementation of these physical protection measures may be reviewed from time to time, whenever either Party is of the view that a revision may be required to maintain adequate physical protection.

If the Government of the Republic of Indonesia concurs, it is suggested that this note and that Government's reply be regarded as constituting an agreement between the two Governments, which shall enter into force on the date of the reply and shall remain in force for the duration as provided in Article IX (2) of the Supply Agreement.



EMBASSY OF THE  
REPUBLIC OF INDONESIA

New Delhi, 7th December, 1979.

Your Excellency,

I have the honour to refer to Your Excellency's note of today's date, which reads as follows :

"The Government of the United States refers to the Third Supply Agreement between the International Atomic Energy Agency (hereinafter referred to as the "Agency") and the Governments of the Republic of Indonesia and the United States of America concerning the transfer of enriched uranium (hereinafter referred to as the "Supply Agreement"), and to the Project Agreement of December 19, 1969, as amended, between the Government of Indonesia and the Agency (Hereinafter referred to as the "Project Agreement") whereby the Agency has granted its assistance to Indonesia in obtaining enriched uranium for use in the Triga Mark II research reactor at the Bandung Reactor Center in Bandung, Republic of Indonesia.

During the discussions leading up to the Supply Agreement and amendments to the Project Agreement, which were signed today, the following understandings were reached between the Government of the United States of America and the Government of the Republic of Indonesia.

If Indonesia or the United States becomes aware of circumstances which demonstrate that the Agency for any reason is not or will not be applying safeguards as provided for in Sections 5 and 6 of the Project Agreement and referenced in Article V of the Supply Agreement, the Party shall inform the other and, to ensure effective continuity of safeguards, the Parties shall immediately enter into arrangements which conform with Agency safeguards principles and procedures and with the coverage required by those Sections and which provide assurance equivalent to that intended to be secured by the system they replace.

TIAS 9705

If either Party becomes aware of circumstances referred to in the above paragraph, following consultation with Indonesia the United States shall be permitted to conduct the activities listed below, unless the United States agrees that the need to conduct such activities is being satisfied by the application of Agency safeguards under arrangements pursuant to that paragraph :

- (1) to review in a timely fashion the design of any equipment or facility which is to use, fabricate, process, or store any material transferred pursuant to the Supply Agreement or any special nuclear material used in or produced through the use of such material;
- (2) to require the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for material transferred by the United States pursuant to the Supply Agreement and any source or special nuclear material used in or produced through the use of such material so transferred; and
- (3) to designate personnel, in consultation with Indonesia, who shall have access to all places and data necessary to account for the material in paragraph (2), to inspect any equipment or facility referred to in paragraph (1), and to install any devices and make such independent measurements as may be deemed necessary to account for such material. Such personnel shall be accompanied by personnel designated by Indonesia.

Indonesia confirmed its undertaking to establish and maintain a system of accounting for and control of all material subject to the Supply Agreement, the procedures of which shall be comparable to those set forth in Agency document INFCIRC/153 (Corrected), or in any revision of that document agreed to by Indonesia and the United States.

If Indonesia at any time following entry into force of the Supply Agreement

- (a) does not comply with the provisions of Articles I(4), I(5), V and VII of the Supply Agreement,
- (b) terminates, abrogates or materially violates a safeguards agreement with the Agency, or
- (c) detonates a nuclear explosive device,

the United States shall have the rights to cease further cooperation under the Supply Agreement and to require the return of any material transferred under the Supply Agreement and any special nuclear material produced through its use.

The United States and Indonesia shall periodically exchange through the Agency information concerning the physical protection measures maintained by Indonesia pursuant to Article VII of the Supply Agreement. The adequacy and implementation of these physical protection measures may be reviewed from time to time, whenever either Party is of the view that a revision may be required to maintain adequate physical protection.

If the Government of the Republic of Indonesia concurs, it is suggested that this note and that Government's reply be regarded as constituting an agreement between the two Governments, which shall enter into force on the date of the reply and shall remain in force for the duration as provided in Article IX(2) of the Supply Agreement."

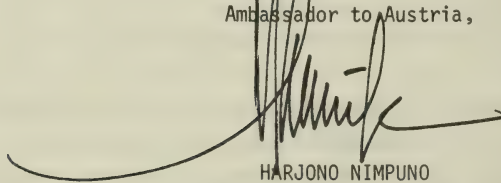
I have further the honour to confirm, on behalf of the Government of the Republic of Indonesia, the foregoing



understandings and to agree that Your Excellency's note and this note shall be regarded as constituting an agreement between our two Governments, which shall enter into force on the date of this reply and shall remain in force for the duration as provided in Article IX(2) of the Supply Agreement.

Please accept, Your Excellency, the assurances of my high consideration.

For the Government of the  
Republic of Indonesia,  
Ambassador to Austria,

A handwritten signature in dark ink, appearing to read 'Harjono Nimpuno', with a long horizontal flourish extending to the right.

HARJONO NIMPUNO  
Resident Representative to  
the International Atomic Energy Agency.

His Excellency  
Mr. Louis V. Nosenzo,  
Deputy Assistant Secretary for Nuclear  
Energy and Energy Technology Affairs,  
Bureau of Oceans and International  
Environmental and Scientific Affairs,  
Department of State,  
UNITED STATES OF AMERICA.

## CANADA

### **Maritime Matters: Vessel Traffic Management System for the Juan de Fuca Region**

*Agreement effected by exchange of notes  
Signed at Ottawa December 19, 1979;  
Entered into force December 19, 1979.*

*The Canadian Secretary of State for External Affairs to the  
American Ambassador*

The Secretary of State for External Affairs



Secrétaire d'Etat aux Affaires extérieures

Canada

OTTAWA, December 19, 1979.

FLM-211

Excellency,

I have the honour to refer to discussions between representatives of our two Governments for the purpose of reaching agreement on cooperative arrangements for vessel traffic management in waters near the common boundary of Canada and the United States in the region of Juan de Fuca Strait. Such arrangements are desirable for marine safety in light of increasing oil tanker and other vessel traffic in the west coast waters of Canada and the United States. The world-wide trend towards large tankers, and the possibility of their presence in coastal areas where they might add to the existing traffic, greatly strengthen the need for such cooperation.

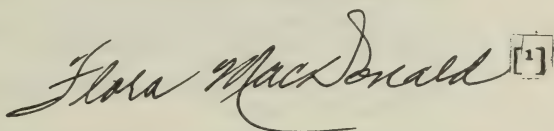
The two Governments have already taken a number of parallel measures for safety of navigation in the Juan de Fuca area, including improved communications, surveillance radar installations and a voluntary routing system. I have the honour to propose that these cooperative arrangements be further strengthened. The attached Annex sets out the

His Excellency Kenneth Curtis,  
Ambassador of the U.S.A. to  
Canada,  
OTTAWA.



arrangements for implementation of a cooperative vessel traffic management system for the region of Juan de Fuca Strait, consistent with our shared goals of safety of navigation and preservation of the marine environment.

I have the honour to propose that if these arrangements are acceptable to the United States Government, this Note, together with the attached Annex, which are authentic in English and French, and your confirming reply, shall constitute an Agreement between our two Governments for vessel traffic management in waters near the common boundary of Canada and the United States in the region of Juan de Fuca Strait. I have the honour further to propose that this Agreement enter into force on the date of your reply. This Agreement may be terminated by either Government upon six months' notice to the other or upon such longer period as may be specified in the notice of termination.

A handwritten signature in cursive script, reading "Flora MacDonald". To the right of the signature is a small, square, embossed seal or stamp containing the number "1".

Secretary of State for  
External Affairs.

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<sup>1</sup> Flora MacDonald.

ANNEXAGREEMENT FOR A COOPERATIVE VESSEL TRAFFIC MANAGEMENT  
SYSTEM FOR THE JUAN DE FUCA REGION100 PURPOSE AND OBJECTIVE

100.1 The purpose of this Agreement is to provide for a cooperative system of vessel traffic management in the applicable waters.

100.2 The objective of this Agreement is to enhance safe and expeditious vessel traffic movement and to minimize risk of pollution of the marine environment in the applicable waters by setting forth standards and procedures for:

- (a) establishing a cooperative system of vessel traffic management;
- (b) ascertaining through pre-clearance procedures and subsequent traffic monitoring, vessel compliance with pertinent regulations, procedures and practices; and alerting responsible authorities where non-compliance occurs;
- (c) monitoring traffic movements to the degree required of the locality;
- (d) providing on a routine basis, or on request, real time information to mariners on traffic, navigational dangers, weather and other safety matters;
- (e) providing on request position fixing data where this capability exists;
- (f) responding to emergency situations.

101 DEFINITIONS101.1 Applicable Waters

Means the waters on the southern coasts of British Columbia and the northern coasts of the State of Washington that are bounded:

- (1) in the waters through which the international boundary runs,
  - (a) on the north, by the 49° north parallel of latitude, and

- (b) on the south and east, by a rhumb line joining Point Partridge (Whidbey Island) and McCurdy Point (Quimper Peninsula); and
- (2) in the waters to seaward
  - (a) on the northwest, by the 48°35'45" north parallel of latitude,
  - (b) on the southwest, by the 48°23'30" north parallel of latitude, and
  - (c) on the west, by the rhumb line joining 48°35'45"N., 124°47'30"W. with 48°23'30"N., 124°48'37"W.

#### 101.2 Authority

Means the Commissioner of the Canadian Coast Guard or the Commandant of the United States Coast Guard.

#### 101.3 Berth

Means any wharf, pier, anchorage or mooring buoy.

#### 101.4 Canadian Vessel Traffic Regulator or U.S. Watch Supervisor

Means the person at a vessel traffic management centre authorized by the appropriate Authority to administer the vessel traffic management regulations.

#### 101.5 Cooperative Vessel Traffic Management System

Means the cooperative system of vessel traffic management established within the applicable waters pursuant to this Agreement.

#### 101.6 Exchange Line

Means a sector boundary where vessel traffic passes from management by one Authority to management by the other Authority.

#### 101.7 Parties

Means the Government of Canada and the Government of the United States of America.

#### 101.8 Routing System

Means any system of routing measures aimed at reducing the risk of casualties, including traffic separation schemes, two-way routes, recommended tracks, areas to be avoided, inshore traffic zones, roundabouts, precautionary areas and deep water routes.



101.9 Sector

Means a subdivision of the applicable waters geographically defined for purposes of allocating the responsibility for vessel traffic management to one of the Authorities.

101.10 Traffic Clearance

Means an authorization by a Canadian vessel traffic regulator or a U.S. watch supervisor for a vessel to enter the cooperative vessel traffic management system, depart a berth, proceed or manoeuvre within the applicable waters.

101.11 Vessel

Means every description of water craft, including non-displacement craft and seaplanes, used or capable of being used as a means of transportation on water.

101.12 Vessel Traffic Management

Means the management of vessel traffic by the use of such procedures and equipment as may be agreed by the Authorities, including vessel movement reporting systems, radar surveillance equipment, standard operation procedures and routing systems.

101.13 Vessel Traffic Management Centre

Means a centre established by the appropriate Authority for managing vessel traffic in the cooperative vessel traffic management system.

101.14 Vessel Traffic Management Regulations

Means regulations promulgated by each Party for vessel traffic management pursuant to this Agreement.

102 APPLICATION TO VESSELS

102.1 Except as otherwise herein provided this Agreement shall apply to all vessels.

102.2 Any vessel that is exempt from compliance with the provisions of this Agreement shall observe the ordinary practice of seamen and, so far as is reasonable and practicable, act in a manner consistent with this Agreement.

103 EXCHANGE LINES

103.1 The Exchange Lines in the applicable waters are as follows:

- (a) The 124°40' west meridian of longitude in the Juan de Fuca Strait from the Canadian low-water line to the U.S. low-water line as depicted on official charts;
- (b) Donaldson Island in position 48°19'54"N., 123°42'24"W. to position 48°13'37"N., 123°31'36"W.; thence to position 48°12'32"N., 123°24'24"W.; then to Hein Bank in position 48°21'06"N., 123°02'30"W.; thence to Cattle Point, San Juan Island in position 48°27'00"N., 122°57'42"W.;
- (c) Lime Kiln Point in position 48°31'00"N., 123°09'06"W. to Kellet Bluff in position 48°35'18"N., 123°12'03"W.; thence to Turn Point in position 48°41'20"N., 123°14'10"W.; thence to Skipjack Island in position 48°44'00"N., 123°02'16"W.; thence to Clements Reef in position 48°46'42"N., 122°53'22"W.; thence to Alden Bank Buoy in position 48°50'24"N., 122°52'10"W., thence in a 000° direction to the point of intersection with the 49°00'N. parallel of latitude.

103.2 The Exchange Lines may be modified by agreement of the Authorities, pursuant to recommendations of the Joint Coordinating Group established under this Agreement.

#### 200 JOINT POLICY

#### 201 JOINT PROCEDURES

201.1 The Parties agree that the development and implementation of the cooperative vessel traffic management system is best achieved by:

- (a) developing and issuing vessel traffic management regulations and developing standard procedures at the headquarters level of the Authorities;
- (b) developing the local vessel traffic management technical and operational details at the regional and district level of the Authorities, within the framework of national standards, with headquarters consultation; and
- (c) developing routing systems and vessel traffic management systems taking into account, where appropriate, standards developed at IMCO on ships' routing and ship movement systems.

## 202 SYSTEM COMPATIBILITY

202.1 The Parties agree that the cooperative vessel traffic management system procedures and regulations in each country shall be compatible, to the extent possible, with those in the other and that any joint traffic separation scheme shall be submitted to the Inter-Governmental Maritime Consultative Organization.

## 203 REGULATING OF VESSEL TRAFFIC

203.1 Each Party undertakes to promulgate all vessel traffic management regulations necessary to give effect to this Agreement. The Authorities shall jointly determine the vessels to which particular regulations shall apply.

## 204 COMPATIBILITY OF OTHER REGULATIONS AND THEIR ENFORCEMENT

204.1 The Parties recognize the desirability of compatibility in their respective national regulations bearing on marine safety and environmental protection applicable to vessels using the cooperative vessel traffic management system. The Parties further recognize the desirability of consultation and coordination between the Authorities to promote compatibility of these regulations to the fullest extent practicable consistent with domestic law and policy. At the request of either Authority, the other will provide an opportunity for consultation and coordination concerning such regulatory measures significantly affecting vessels using the cooperative vessel traffic management system.

204.2 The Parties consider that their respective vessel design, construction, manning and equipment requirements, and the measures for enforcement of these requirements, provide a comparable degree of marine safety and environmental protection and that their cooperative application will enhance the effectiveness of the vessel traffic management system. Each Party recognizes that vessels meeting its own standards enter the waters of the other Party in accordance with the agreed routing system. Each Party, in applying its regulations to vessels proceeding through its portion of the applicable waters solely en route to or departing from a port of the other Party, will consider compliance with the requirements of the other Party to be effectively equivalent to material compliance with its own requirements, so long as the requirements and enforcement practices of the other Party, in their totality, continue to provide a comparable degree of marine safety and environmental protection.

204.3 Nothing in Article 204 shall derogate from the right of each Party to take appropriate measures in accordance with its law in its portion of the applicable waters in relation to any specific vessel, the condition or activities of which may pose an actual threat to marine safety or the marine environment. In order to facilitate cooperative enforcement action each Authority will consult at the request of the other, where time permits, concerning enforcement measures to be taken in particular situations posing a threat to marine safety or the marine environment in the applicable waters.



204.4 Should either Party consider making a determination that the requirements and measures for enforcement referred to in 204.2, in their totality, no longer provide a comparable degree of marine safety and environmental protection, that Party will notify the other Party and offer to consult on the matter. No final determination will be made in this respect for at least six months from the time of initial notification in order to allow sufficient time for the consultation process to be completed.

#### 205 RELATION TO NATIONAL LAW AND POLICY

205.1 This Agreement and actions hereunder shall be without prejudice to the position of the Governments of the United States and Canada with respect to the character of, and the nature and extent of coastal state jurisdiction over the applicable and adjacent waters.

#### 206 RESPONSIBILITY FOR SAFE NAVIGATION

206.1 It is not the purpose of the cooperative vessel traffic management system instituted under this Agreement to attempt to manoeuvre or navigate vessels from the shore. Therefore, the responsibility for safe navigation shall remain with the vessel's master or commanding officer. Notwithstanding any requirement in the vessel traffic management regulations, the master or commanding officer of the vessel shall retain the responsibility to take any action which by the ordinary practice of seamen or by any special circumstances is necessary to ensure safety of life or the safety of his own or any other vessel.

#### 207 ENFORCEMENT

207.1 In the applicable waters under its jurisdiction, each Party shall enforce compliance with its vessel traffic management regulations.

#### 208 NAVAL VESSELS AND GOVERNMENT VESSELS

208.1 Warships, naval auxiliaries and other vessels used for the time being for military purposes in non-commercial service will comply with the provisions of this Agreement, except when compliance would impair defence operations or defence operational capabilities. To the extent that it is consistent with the nature of these operations notice will be given to the vessel traffic management centre concerned.

208.2 Other vessels owned and operated by a State and used for the time being only on Government non-commercial service and performing governmental functions in the applicable waters will comply with the provisions of this Agreement, except when compliance would impair the performance of governmental functions of a marine contingency nature. To the extent that it is consistent with the nature of the governmental functions being performed, notice will be given to the vessel traffic management centre concerned.

300 OPERATIONAL ELEMENTS301 VESSEL TRAFFIC CLEARANCE

301.1 Prior to entering the cooperative vessel traffic management system or departing a berth within the system, each vessel shall obtain a traffic clearance in accordance with procedures to be agreed upon between the Authorities.

302 VESSEL TRAFFIC MANAGEMENT CENTRES

302.1 Vessel traffic management centres shall be established as necessary to manage and coordinate vessel traffic. These centres shall be in communication with each other by dedicated communications circuits in order to ensure real time knowledge of the total vessel traffic pattern in the applicable waters.

303 METHOD OF OPERATIONS

303.1 Each vessel traffic management centre shall, within its applicable sector:

- (a) maintain VHF-FM radio contact with and receive reports from each vessel subject to the communications and movement reporting requirements of the vessel traffic management regulations;
- (b) maintain an accurate and up-to-date plot of all such vessels;
- (c) maintain an accurate and up-to-date status display of all known hazards to navigation, including adverse weather conditions, large concentrations of fishing or recreational vessels, and discrepancies in aids to navigation;
- (d) disseminate the information referred to in sub-paragraph (c) to all participating vessels that may be affected;
- (e) provide, upon request, position fixing assistance, within the capability of the centre;
- (f) in accordance with an agreed procedure, issue a vessel traffic clearance;
- (g) in accordance with an agreed procedure, transfer responsibility between centres for each vessel at the time it crosses an exchange line; and
- (h) upon detecting or becoming aware of any violation of the vessel traffic management regulations, report the violation to the appropriate enforcement official of the Party in whose waters the violation occurred.

#### 304 SECTOR MANAGEMENT AND RESPONSIBILITY

304.1 All vessel traffic within the applicable waters to seaward of the exchange line established in subsection 103.1(a) shall be managed by Tofino Traffic Centre.

304.2 All vessel traffic to the east of the exchange line established by subsection 103.1(a) and to the south and east of the exchange lines established by subsections 103.1(b) and 103.1(c) shall be managed by the Seattle Traffic Centre.

304.3 All vessel traffic to the north and west of the exchange lines established by subsection 103.1(b) and 103.1(c) shall be managed by Vancouver Traffic Centre.

#### 305 POLLUTION CONTINGENCY SUPPORT

305.1 In the event of a pollution incident occurring within the applicable waters where a response by one or both Parties under the terms of the Joint Canada/United States Marine Pollution Contingency Plan<sup>[1]</sup> is required, the Authorities shall cooperate to the maximum extent practicable with the On-Scene Commander.

#### 306 STANDARDS OF SHORE BASED EQUIPMENT

306.1 The Parties agree it is desirable to establish at the earliest feasible time a positive method of surveillance, generally radar where practicable, to ensure compliance with vessel traffic management regulations.

306.2 Except as they may otherwise agree, each authority shall be responsible for establishing, operating, and maintaining:

- (a) VHF-FM communications coverage within its sectors, and
- (b) radar surveillance systems incorporating provisions for the identification and tracking of vessels as follows:
  - (1) Canada: Strait of Georgia and Haro Strait from Point Roberts to Race Rocks; and on the west coast of Vancouver Island, from Estevan Point to Cape Flattery, Washington.
  - (2) United States: the Strait of Juan de Fuca from Cape Flattery to Whidbey Island; and Rosario Strait from Cherry Point to the southern entrance in the vicinity of Whidbey Island.

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<sup>1</sup> Exchange of notes June 19, 1974. TIAS 7861; 25 UST 1280.



307 JOINT COORDINATING GROUP

307.1 The Authorities shall establish a Joint Coordinating Group at the Regional/District level. This Group shall have a permanent membership consisting of two VTM representatives from each Authority, one of whom shall serve as the Chairperson and that office shall alternate annually between each Authority. This Group may seek expert advice as it may deem appropriate. A meeting of the Joint Coordinating Group may be called by either Authority but in any event, it shall meet and submit a report to the Authorities annually.

307.2 The functions of this Group shall be:

- (a) to receive and respond to representations by interested parties on operational problems of a local nature;
- (b) to review and make early reports to both Authorities regarding the findings of any casualty investigation authority when a factor in its investigation concerns the management of traffic in the cooperative vessel traffic management system;
- (c) to review and make recommendations to the Authorities concerning operating procedures and regulations;
- (d) to review and make recommendations to the Authorities respecting modifications of the exchange lines established by section 103.1 of this Agreement;
- (e) to advise the Authorities on policy and standards;
- (f) to recommend to the Authorities consultative and operational procedures to be followed when a vessel is found to be in contravention of the vessel traffic management regulations; and
- (g) to facilitate consultations between the Authorities on the effective implementation of this Agreement.

308 COMMUNICATIONS

308.1 The Parties undertake to promulgate in consultation with each other appropriate communications regulations to ensure reliable and effective two-way voice communications throughout the vessel traffic management system.

309 AIDS TO NAVIGATION

309.1 The establishment and maintenance of aids to navigation in the applicable waters shall remain the responsibility of the Authority in whose territory or water the aids to navigation are located, except as may be otherwise expressly agreed by the Parties.

400 ADMINISTRATION AND RESPONSIBILITY

400.1 The Authorities shall be responsible for the administration of this Agreement.

400.2 The federal officers having Regional/District responsibilities for administration and operation of the cooperative vessel traffic management system are:

For Canada: The Regional Director,  
Canadian Coast Guard,  
Western Region.

For United States: The Commander,  
Thirteenth Coast Guard District.

401 AMENDMENTS

401.1 Amendments to this Agreement may be made by mutual agreement of the Parties.

402 IMPLEMENTATION

402.1 The Authorities shall implement the cooperative vessel traffic management system as soon as possible, subject to appropriation of funds.

402.2 Each Party shall bear the costs of its own operations conducted pursuant to this Agreement.

TIAS 9706

*French Text of the Canadian Note*

The Secretary of State for External Affairs



Secrétaire d'Etat aux Affaires extérieures

Canada

OTTAWA, le 19 décembre 1979.

FILM-211

Excellence,

J'ai l'honneur de me reporter aux discussions tenues entre les représentants de nos deux gouvernements en vue de parvenir à une entente sur des arrangements coopératifs applicables au contrôle de la circulation maritime dans les eaux à proximité de la frontière canado-américaine dans la région du détroit de Juan de Fuca. De tels arrangements sont souhaitables dans l'optique de la sécurité maritime en raison du nombre croissant de pétroliers et d'autres navires dans les eaux qui bordent la côte ouest du Canada et des Etats-Unis. La tendance universelle vers l'utilisation de pétroliers à fort tonnage, combinée à la possibilité de leur présence dans des régions côtières où ils risquent d'ajouter au trafic déjà existant, rend d'autant plus nécessaire ce genre de coopération.

Les deux gouvernements ont déjà pris parallèlement un certain nombre de mesures destinées à assurer la sécurité de la navigation dans la région de Juan de Fuca, dont des

Son Excellence Kenneth Curtis,  
Ambassadeur des Etats-Unis au Canada,  
OTTAWA.



communications améliorées, des installations de surveillance-radar et un système volontaire d'organisation du trafic.

J'ai l'honneur de proposer par la présente que ces arrangements coopératifs soient davantage renforcés. L'Annexe ci-jointe expose les modalités afférentes à la mise en place d'un système de contrôle coopératif de la circulation maritime dans la région de Juan de Fuca, conformément à nos objectifs communs de sécurité de la navigation et de préservation du milieu marin.

J'ai l'honneur de proposer que si ces modalités agréent au Gouvernement des Etats-Unis, la présente Note et son Annexe, dont les versions française et anglaise font foi, et votre Note en réponse, constituent entre nos deux gouvernements un accord de contrôle de la circulation maritime dans les eaux à proximité de la frontière canado-américaine dans la région du détroit de Juan de Fuca. J'ai en outre l'honneur de proposer que cet accord entre en vigueur à la date de votre réponse. L'accord pourra être dénoncé par l'un ou l'autre gouvernement sur préavis de six mois à l'autre gouvernement ou au terme de toute autre période plus longue qui pourra être spécifiée dans l'avis de dénonciation.

Le secrétaire d'Etat aux  
Affaires extérieures,

*Flora MacDonald.*

ANNEXEACCORD POUR LA MISE EN PLACE D'UN SYSTÈME DE CONTRÔLE COOPÉRATIF  
DE LA CIRCULATION MARITIME DANS LA RÉGION JUAN DE FUCA100 BUT ET OBJECTIF

100.1 Le but du présent Accord consiste à mettre en place un système de contrôle coopératif de la circulation maritime dans les eaux visées.

100.2 L'objectif du présent Accord consiste à favoriser la circulation sûre et rapide des navires et à réduire les risques de pollution du milieu marin dans les eaux visées, par l'établissement de normes et de procédures permettant

- a) d'établir un système de contrôle coopératif de la circulation maritime;
- b) d'assurer, par l'octroi aux navires d'autorisations préalables de naviguer et par une surveillance subséquente de la circulation, que les navires se conforment aux procédures, aux pratiques et aux règlements pertinents, et d'alerter les autorités compétentes en cas d'infraction;
- c) de surveiller la circulation dans la mesure requise par la localité;
- d) de transmettre aux marins, régulièrement ou sur demande, des informations en temps réel concernant la circulation, les dangers pour la navigation, les conditions météorologiques et d'autres questions de sécurité;
- e) de transmettre, sur demande, des données servant à déterminer la position, lorsque la chose est possible; et
- f) de réagir en cas d'urgence.

101 DÉFINITIONS101.1 Eaux visées

S'entend des eaux se trouvant au large des côtes méridionales de la Colombie-Britannique et des côtes septentrionales de l'État de Washington et qui sont délimitées:

- (1) dans les eaux traversées par la frontière internationale,
  - a) par le parallèle à 49° de latitude Nord au nord, et
  - b) par une ligne loxodromique joignant Point Partridge (île Whidbey) et McCurdy Point (péninsule Quimper) au sud et à l'est; et
- (2) dans les eaux qui s'étendent vers le large,
  - a) par le parallèle à 48°35'45" de latitude Nord au nord-ouest,
  - b) par le parallèle à 48°23'30" de latitude Nord au sud-ouest, et
  - c) par la ligne loxodromique joignant les points 48°35'45"N. 124°47'30"O. aux points 48°23'30"N., 124°48'37"O.

#### 101.2 Autorité

S'entend du Commissaire de la Garde côtière canadienne ou du Commandant de la Garde côtière des États-Unis.

#### 101.3 Poste

S'entend de tout quai, de toute jetée, de tout poste de mouillage ou de toute bouée d'amarrage.

#### 101.4 Régulateur canadien de la circulation maritime ou superviseur américain du quart

Dans un centre de contrôle de la circulation maritime, s'entend de la personne autorisée par l'Autorité compétente à faire respecter les règlements relatifs au contrôle de la circulation maritime.

#### 101.5 Système coopératif de contrôle de la circulation maritime

S'entend du système coopératif de contrôle de la circulation maritime établi dans les eaux visées aux termes du présent Accord.

#### 101.6 Ligne de transition

Dans un secteur, s'entend d'une ligne à partir de laquelle le contrôle de la circulation maritime passe d'une Autorité à l'autre.



#### 101.7 Parties

S'entend du Gouvernement du Canada et du Gouvernement des États-Unis d'Amérique.

#### 101.8 Système d'organisation du trafic

S'entend de tout système comportant des procédés d'organisation du trafic visant à réduire le risque d'accidents, notamment des dispositifs de séparation du trafic, des routes à double courant, des couloirs recommandés, des zones à éviter, des zones côtières de circulation, des détours, des zones dangereuses et des routes en eau profonde.

#### 101.9 Secteur

S'entend d'une subdivision des eaux visées qui est définie géographiquement aux fins de l'attribution à l'une des Autorités de la responsabilité en matière de contrôle de la circulation maritime.

#### 101.10 Autorisation de naviguer

S'entend de l'autorisation accordée à un navire par un régulateur canadien de la circulation maritime ou par un superviseur de quart américain d'entrer dans le système coopératif de contrôle de la circulation maritime, de quitter un poste, ou de circuler ou de manoeuvrer dans les eaux visées.

#### 101.11 Navires

S'entend de tout engin ou tout appareil de quelque nature que ce soit, y compris les bâtiments sans tirant d'eau et les hydravions, utilisés ou susceptibles d'être utilisés comme moyen de transport sur l'eau.

#### 101.12 Contrôle de la circulation maritime

S'entend du contrôle de la circulation des navires par le biais de méthodes et de pièces d'équipement dont pourront convenir les Autorités, notamment des systèmes indicateurs des mouvements des navires, du matériel de surveillance radar, des pratiques de fonctionnement courantes et des systèmes d'organisation du trafic.

#### 101.13 Centre de contrôle de la circulation maritime

S'entend d'un centre établi par l'Autorité compétente pour le contrôle de la circulation des navires dans le système coopératif de contrôle de la circulation maritime.

101.14 Règlements relatifs au contrôle de la circulation maritime

S'entend des règlements édictés par chaque Partie aux fins du contrôle de la circulation des navires aux termes du présent Accord.

102 APPLICATION AUX NAVIRES

102.1 Sauf dispositions contraires dans les présentes, le présent Accord s'applique à tous les navires.

102.2 Tout navire non tenu de se conformer aux dispositions du présent Accord observe la pratique ordinaire des marins et, pour autant qu'il est possible et raisonnable de le faire, mène ses opérations en conformité avec les dispositions du présent Accord.

103 LIGNES DE TRANSITION

103.1 Les lignes de transition dans les eaux visées se définissent comme suit:

- a) Le méridien à 124°40' de longitude Ouest dans le détroit Juan de Fuca, de la laisse de basse-mer du Canada à la laisse de basse-mer des États-Unis, comme il est indiqué sur les cartes officielles;
- b) de l'île Donaldson située à 48°19'54"N., 123°42'24"O. au point situé à 48°13'37"N., 123°31'36"O.; de là au point situé à 48°12'32"N., 123°24'24"O.; puis au Banc Hein (Hein Bank) situé à 48°21'06"N., 123°02'30"O.; de là à Cattle Point sur l'île San Juan à 48°27'00"N., 122°57'42"O.; et
- c) de Lime Kiln Point situé à 48°31'00"N., 123°09'06"O. à Kellet Bluff situé à 48°35'18"N., 123°12'03"O.; de là à Turn Point situé à 48°41'20"N., 123°14'10"O.; puis à l'île Skipjack (Skipjack Island) située à 48°44'00"N., 123°02'16"O.; de là à Clements Reef situé à 48°46'42"N., 122°53'22"O.; puis à la bouée du Banc Alden (Alden Bank) située à 48°50'24"N., 122°52'10"O.; puis dans une direction 000° jusqu'au point d'intersection avec le parallèle à 49° 00' de latitude Nord.

103.2 Les lignes de transition peuvent être modifiées par voie d'entente entre les Autorités, conformément aux recommandations du Groupe mixte de coordination établi en vertu du présent Accord.

200 POLITIQUE COMMUNE201 MESURES COMMUNES

201.1 Les Parties conviennent que la meilleure façon d'élaborer et de mettre en oeuvre le système coopératif de contrôle de la circulation maritime consiste:

- a) à élaborer et édicter des règlements relatifs au contrôle de la circulation maritime et à mettre au point des procédures normalisées au niveau des pouvoirs centraux de chaque Autorité;
- b) à élaborer, au niveau des pouvoirs régionaux et de district des Autorités, les détails techniques et opérationnels du contrôle local de la circulation maritime, dans le cadre des normes nationales et en consultation avec les pouvoirs centraux; et
- c) à élaborer des systèmes d'organisation du trafic et des systèmes de contrôle de la circulation maritime en tenant compte, lorsqu'il y a lieu, des normes établies par l'OMCI quant aux systèmes d'organisation du trafic et de mouvement des navires.

202 COMPATIBILITÉ DES SYSTÈMES

202.1 Les Parties conviennent que les procédures et les règlements établis dans un pays dans le cadre du système coopératif de contrôle de la circulation maritime doivent être compatibles dans la mesure du possible avec ceux établis dans l'autre pays, et que tout dispositif commun de séparation du trafic doit être soumis à l'approbation de l'Organisation intergouvernementale consultative de la navigation maritime.

203 RÉGLEMENTATION DE LA CIRCULATION MARITIME

203.1 Chaque Partie s'engage à édicter tous les règlements relatifs au contrôle de la circulation maritime nécessaires pour donner effet au présent Accord. Les Autorités détermineront conjointement les navires auxquels s'applique chaque règlement en particulier.

204 COMPATIBILITÉ D'AUTRES RÈGLEMENTS ET LEUR APPLICATION

204.1 Les Parties reconnaissent l'opportunité d'une compatibilité de leurs règlements nationaux respectifs sur la sécurité maritime et sur la protection de l'environnement applicables aux navires faisant usage du système coopératif de contrôle de la circulation maritime. Les Parties reconnaissent en outre qu'il est souhaitable que les Autorités tiennent des consultations et coordonnent leur action dans le but de promouvoir le



plus possible la compatibilité entre ces règlements, en conformité avec la législation et les politiques nationales. À la demande de l'une ou l'autre Autorité, l'Autorité sollicitée fournira une occasion de procéder à une consultation et de coordonner les mesures de réglementation qui ont une incidence marquée sur les navires faisant usage du système coopératif de contrôle de la circulation maritime.

204.2 Les Parties considèrent que leurs exigences respectives quant à la conception, à la construction, à l'équipage et l'armement des navires, ainsi que les mesures prises pour faire respecter ces exigences, fournissent un degré comparable de sécurité maritime et de protection de l'environnement, et que leur coopération au chapitre de la mise en application augmentera la sécurité du système de contrôle de la circulation maritime. Chaque Partie reconnaît que des navires répondant à ses propres normes pénétreraient dans les eaux de l'autre Partie en vertu du système d'organisation du trafic dont il est convenu. En appliquant ses règlements aux navires traversant la partie des eaux visées qui tombent sous sa juridiction dans le seul but de rejoindre ou de quitter un port de l'autre Partie, chaque Partie considérera le respect des exigences de l'autre Partie comme effectivement équivalant au respect intégral de ses propres exigences, à condition que les exigences et les mesures d'exécution de l'autre Partie, prises globalement, continuent de fournir un degré comparable de sécurité maritime et de protection de l'environnement.

204.3 Rien dans le présent Article ne porte atteinte aux droits de chaque Partie de prendre dans la partie des eaux visées qui tombe sous sa juridiction des mesures appropriées en vertu de sa législation nationale au regard de tout navire en particulier qui, en raison de son état ou de ses activités, risque de porter un préjudice réel à la sécurité maritime ou au milieu marin. Afin de faciliter la prise de mesures d'exécution communes, chaque Partie tiendra des consultations à la demande de l'autre Partie, lorsque le temps le permet, sur les dispositions à prendre lorsque la situation fait peser une menace sur la sécurité maritime ou sur le milieu marin dans les eaux visées.

204.4 Si une Partie envisage de considérer que les exigences et les mesures d'exécution dont il est fait mention au paragraphe 204.2, prises globalement, ne fournissent plus un degré comparable de sécurité maritime et de protection de l'environnement, elle en avertit l'autre Partie et offre de tenir des consultations à ce sujet. Aucune décision finale n'est prise en la matière avant un délai d'au moins six mois à compter de la date de la notification, de façon à allouer le temps nécessaire pour compléter le processus de consultation.

## 205 INCIDENCES SUR LA LÉGISLATION ET LES POLITIQUES NATIONALES

205.1 Le présent Accord et les mesures qu'il prévoit sont sans préjudice de la position du Gouvernement des États-Unis et de celle du Gouvernement du Canada quant au caractère, à la nature et à l'étendue de la juridiction de l'État côtier sur les eaux visées et limitrophes.

## 206 RESPONSABILITÉ QUANT À LA SÉCURITÉ DE LA NAVIGATION

206.1 Le système coopératif de contrôle de la circulation maritime institué en vertu du présent Accord ne vise aucunement à tenter de manoeuvrer ou de diriger les navires à partir de la côte. Par conséquent, le capitaine ou le commandant du navire garde la responsabilité de la sécurité de la navigation. Nonobstant toute exigence prévue dans les règlements relatifs au contrôle de la circulation maritime, le capitaine ou le commandant du navire garde la responsabilité des mesures à prendre en vertu de la pratique ordinaire des marins ou en présence de circonstances spéciales pour assurer la sécurité de l'équipage et celle de son propre navire ou de tout autre navire.

## 207 APPLICATION DES RÈGLEMENTS

207.1 Dans les eaux visées qui tombent sous sa juridiction, chaque Partie veille au respect de ses règlements sur le contrôle de la circulation maritime.

## 208 NAVIRES DE GUERRE ET AUTRES NAVIRES D'ÉTAT

208.1 Les navires de guerre, les navires de guerre auxiliaires et les autres navires utilisés à l'heure actuelle à des fins militaires en service non commercial se conformeront aux dispositions du présent Accord, sauf dans les cas où cette conformité nuirait aux opérations de défense ou diminuerait les capacités opérationnelles de défense. Dans la mesure où cela est compatible avec la nature de ces opérations, avis est donné au centre de contrôle de la circulation maritime intéressé.

208.2 Les autres navires propriétés d'un État et exploités par cet État qui ne sont utilisés à l'heure actuelle qu'en service gouvernemental non commercial et qui exercent des activités gouvernementales dans les eaux visées se conformeront aux dispositions du présent Accord, sauf dans les cas où cette conformité nuirait à l'exercice d'activités gouvernementales qui ont un caractère d'urgence maritime. Dans la mesure où cela est compatible avec la nature des activités gouvernementales exercées, avis est donné au centre de contrôle de la circulation maritime intéressé.

## 300 OPÉRATIONS

### 301 AUTORISATIONS DE NAVIGUER

301.1 Avant de pénétrer dans les eaux visées par le système coopératif de contrôle de la circulation maritime ou de quitter un poste à l'intérieur de ce système, chaque navire doit obtenir une autorisation en conformité avec les modalités dont conviendront les Autorités.

### 302 CENTRES DE CONTRÔLE DE LA CIRCULATION MARITIME

302.1 Des centres de contrôle de la circulation maritime devront être établis en fonction des besoins pour contrôler et coordonner la circulation des navires. Ces centres seront reliés par des réseaux de communications spéciaux afin d'assurer la connaissance en temps réel de la configuration globale des circuits de navigation dans les eaux visées.

### 303 FONCTIONNEMENT

303.1 Dans le secteur qui lui est assigné, chaque centre de contrôle de la circulation maritime:

- a) communique avec chaque navire par radio VHF-MF et reçoit des rapports de ces navires, sous réserve des exigences des règlements relatifs au contrôle de la circulation maritime qui portent sur les communications et les rapports de circulation;
- b) tient pour chaque navire un tracé de navigation exact et à jour;
- c) tient sur maquette un relevé exact et à jour de tous les dangers connus pour la navigation, notamment les zones de mauvais temps, les concentrations de bateaux de pêche ou d'embarcations de plaisance et les écarts au niveau des aides à la navigation utilisées;
- d) communique à tous les navires en cause les renseignements dont il est fait mention à l'alinéa c);
- e) dans la mesure de ses capacités, aide ceux qui le demandent à déterminer leur position;
- f) donne des autorisations aux navires en conformité avec les modalités établies;
- g) opère le transfert de responsabilités à un autre centre, en conformité avec les modalités établies, lorsqu'un navire traverse une ligne de transition; et
- h) lorsqu'il constate une infraction aux règlements relatifs au contrôle de la circulation maritime ou qu'il en prend connaissance, en fait part à l'agent d'exécution intéressé de la Partie dans les eaux de laquelle l'infraction a été commise.



#### 304 GESTION DES SECTEURS ET RESPONSABILITÉ

304.1 Toute la circulation maritime dans les eaux visées qui s'étendent au large de la ligne de transition établie conformément à l'alinéa 103.1 a) est gérée par le centre de contrôle de Tofino.

304.2 Toute la circulation maritime dans les eaux s'étendant à l'est de la ligne de transition établie conformément à l'alinéa 103.1 a) et au sud et à l'est des lignes de transition établies conformément aux alinéas 103.1 b) et 103.1 c) est gérée par le centre de contrôle de Seattle.

304.3 Toute la circulation maritime dans les eaux s'étendant au nord et à l'ouest des lignes de transition établies conformément aux alinéas 103.1 b) et 103.1 c) est gérée par le centre de contrôle de Vancouver.

#### 305 MESURES D'URGENCE EN CAS DE POLLUTION

305.1 S'il survient dans les eaux visées un incident présentant des dangers de pollution et que les deux Parties ou l'une d'entre elles doivent prendre les mesures nécessaires aux termes du Plan canado-américain d'urgence en cas de pollution marine, les Autorités font de leur mieux pour collaborer avec le commandant se trouvant sur les lieux.

#### 306 NIVEAU DE QUALITÉ DE L'ÉQUIPEMENT SUR LA CÔTE

306.1 Les Parties conviennent de l'opportunité de se pourvoir dans les meilleurs délais d'un système de surveillance sûr, un système radar dans tous les cas où c'est possible, destiné à assurer l'observance des règlements relatifs au contrôle de la circulation maritime.

306.2 Sauf entente contraire entre les Autorités, chacune des Autorités est responsable de la mise sur pied, de l'exploitation et du maintien:

- a) des communications par système VHF-MF dans les secteurs soumis à sa juridiction, et
- b) de systèmes de surveillance radar permettant notamment d'identifier et de surveiller les navires dans les régions suivantes:
  - 1) Canada: Détroit de Géorgie et détroit d'Haro, de Point Roberts à Race Rocks; et, sur la côte ouest de l'île de Vancouver, de Estevan Point à Cape Flattery, dans l'État de Washington.

- 2) États-Unis: Détroit Juan de Fuca, de Cape Flattery à l'île Whidbey; et Rosario Strait, de Cherry Point à l'embouchure méridionale, près de l'île Whidbey.

### 307 GROUPE MIXTE DE COORDINATION

307.1 Les Autorités mettront sur pied un Groupe mixte de coordination au niveau des régions/districts. Ce Groupe aura comme membres permanents deux représentants du contrôle de la circulation maritime de chacune des deux Autorités, l'un desquels sera président; il y aura alternance annuelle de la présidence entre les deux Autorités. Le Groupe est libre de recourir aux spécialistes lorsqu'il le juge approprié. L'une ou l'autre Autorité peut demander la convocation d'une réunion, mais de toute façon le Groupe se réunit et présente un rapport tous les ans.

307.2 Les fonctions du Groupe consistent:

- a) à prendre connaissance des observations formulées par les parties intéressées sur les problèmes opérationnels à caractère local, et à y donner suite;
- b) à effectuer une étude et à présenter des rapports préliminaires aux deux Autorités concernant les résultats obtenus par toute autorité chargée de mener une enquête sur un accident lorsqu'un aspect de son enquête porte sur le contrôle du trafic dans le système coopératif de contrôle de la circulation maritime;
- c) à effectuer une étude et à faire des recommandations aux Autorités concernant les modalités et les règlements relatifs aux opérations;
- d) à effectuer une étude et à faire des recommandations aux Autorités au sujet de la modification des lignes de transition établies conformément à l'article 103.1 du présent Accord;
- e) à conseiller les Autorités en matière de politiques et de normes;
- f) à recommander aux Autorités les mesures consultatives et opérationnelles à prendre lorsqu'un navire enfreint les règlements relatifs au contrôle de la circulation maritime; et
- g) à faciliter les consultations entre les Autorités sur la mise en application effective du présent Accord.

308 COMMUNICATIONS

308.1 Les Parties conviennent d'édicter en consultation des règlements appropriés en matière de communications afin d'assurer l'instauration d'une liaison téléphonique bidirectionnelle qui soit fiable et efficace dans l'ensemble du système de contrôle de la circulation maritime.

309 AIDES À LA NAVIGATION

309.1 Sauf entente expresse entre les Parties, l'Autorité qui a juridiction sur les eaux ou sur le territoire où se trouvent les aides à la navigation demeure responsable de l'installation et de l'entretien de ces aides à la navigation dans les eaux visées.

400 ADMINISTRATION ET RESPONSABILITÉ

400.1 Les Autorités sont responsables de la mise en application du présent Accord.

400.2 Les agents fédéraux responsables, au niveau des régions/districts, de la gestion et de l'exploitation du système coopératif de contrôle de la circulation maritime sont:

Pour le Canada: Le directeur régional  
Garde côtière canadienne  
Région de l'Ouest

Pour les États-Unis: Le commandant  
Treizième district de la Garde côtière.

401 MODIFICATIONS

401.1 Le présent Accord peut être modifié par voie d'entente mutuelle entre les deux Parties.

402 MISE EN APPLICATION

402.1 Sous réserve de l'affectation des crédits nécessaires, les Autorités mettront en application le système coopératif de contrôle de la circulation maritime dans les meilleurs délais.

402.2 Chaque Partie assume le coût des opérations qu'elle mène en vertu du présent Accord.



*The American Ambassador to the Canadian Secretary of State for  
External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Ottawa, December 19, 1979

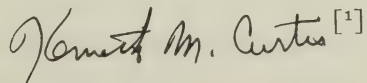
No. 341

Madame,

I have the honor to refer to your note No. FLM-211 of this date, and to its Annex, proposing cooperative arrangements for joint management of vessel traffic in waters near the common boundary of Canada and the United States in the region of Juan de Fuca Strait.

I have the further honor to confirm that the co-operative arrangements set forth in your Note and its Annex are acceptable to the Government of the United States, and that your Excellency's Note and its Annex, together with this reply, shall constitute an agreement on this subject between our two Governments which will enter into force on the date of this Note.

Accept, Madame, the renewed assurances of my highest consideration.

[<sup>1</sup>]

The Honorable

Flora MacDonald, P.C., M.P.

Secretary of State for External Affairs

Ottawa

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<sup>1</sup> Kenneth M. Curtis.

**REPUBLIC OF CHINA**

**Trade: Color Television Receivers**

***Agreement agreed to at Washington December 29, 1978;  
Entered into force December 29, 1978.***

*The Chinese Ambassador to the Special Representative for Trade Negotiations*



Embassy of the Republic of China  
2311 Massachusetts Avenue, N.W.  
Washington, D.C. 20008

December 29, 1978

Excellency:

I have the honor to refer to the recent discussions between representatives of the Government of the Republic of China and the Government of the United States of America with respect to exports from the Republic of China of color television receivers. I have further the honor to confirm that the Government of the Republic of China will implement the measures and obligations to which it has agreed, under the following provisions:

1. The Government of the Republic of China will administer its control over exports to the United States from the Republic of China of color television receivers as defined in Annex A at the levels set forth in Annex B, for the period from February 1, 1979 through June 30, 1980, and of television receivers as set forth in Annex C, for the period from February 1, 1979 through June 30, 1979.
2. The Government of the United States of America will assist the Government of the Republic of China in implementing its control over exports of color television receivers to the United States at the levels set forth in Annex B as follows:

(a) All color television receivers exported from the Republic of China prior to February 1, 1979, will be counted against the period in which they are entered, or withdrawn

His Excellency  
Robert S. Strauss  
The Special Representative  
for Trade Negotiations  
Washington, D.C.

TIAS 9707



from warehouse, for consumption; except that if they are entered or withdrawn prior to April 1, 1979, they will be counted against the pipeline period (July 1, 1978 through January 31, 1979). All color television receivers exported from the Republic of China after January 31, 1979 will be counted against the period in which they were exported, except as noted in sub-paragraph (e) below.

(b) Except as provided in paragraphs 4 and 6, in the event that the restraint level set forth in Annex B is reached prior to the end of a restraint period, the Government of the United States of America will delay further importation of color television receivers until after the end of that restraint period.

(c) All color television receivers exported from the Republic of China on or after February 1, 1979, will be denied importation for consumption in the United States unless such receivers have been issued valid export visas by the Government of the Republic of China, a facsimile of such visas to be provided to the Government of the United States of America by the Government of the Republic of China.

(d) All color television receivers exported from the Republic of China prior to February 1, 1979 may be entered, or withdrawn from warehouse, for consumption without an export visa prior to April 1, 1979. Thereafter, such receivers may be entered, or withdrawn from warehouse, for consumption only if they have been issued export visas and upon such entry or withdrawal will be counted against the first restraint period.

(e) Exceptions to the specifications in subparagraph (a) above that imports are to be counted against the

restraint level for the restraint period in which they are exported may be made in order to (1) permit imports that are exported in the first restraint period, but that are not imported for consumption until more than 90 days following the beginning of the second restraint period, to be counted against the restraint level for that second restraint period; and (2) permit imports that were exported in the first restraint period, but that were denied entry in that restraint period pursuant to subparagraph (b) above, to be counted against the restraint level for the second restraint period.

3. The Government of the Republic of China will use its best efforts to space exports of color television receivers to the United States as evenly as practicable, over the restraint period, consistent with seasonal considerations.

4. (a) In the event a shortfall occurs with respect to the restraint level during the first restraint period, carryover may be made to the second restraint period of up to 11 percent of the restraint level in the previous period, but not in excess of the actual shortfall.

(b) The Government of the Republic of China will provide timely notice to the Government of the United States of America of its intention to exercise the rights provided in subparagraph (a) above, and the Government of the United States of America will endeavor to make appropriate adjustments in the applicable restraint level.

5. The Government of the United States of America also will assist the Government of the Republic of China in implementing its control over exports of color television receivers to the United States set forth in Annex C in accordance with subparagraph 2 (c) above. In the event the restraint level set forth in Annex C is reached prior to the end of the February 1 through June 30, 1979 period, the Government of the

United States of America will delay further importation until the end of that period.

6. The Government of the United States of America will notify the Government of the Republic of China as soon as possible should it become necessary for the Government of the United States of America to delay importation due to filling of the restraint level.

7. The Government of the Republic of China will promptly supply the Government of the United States of America with monthly data on exports to the United States of color television receivers as such data become available. The Government of the United States of America will supply the Government of the Republic of China with data on monthly imports of color television receivers, by principal countries of origin, as such data become available. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government. In accordance with current practice, United States data will be used in determining the necessity for delay by the Government of the United States of America of any imports pursuant to these Notes.

8. (a) Either Government may request consultations on any matters arising from the provisions of these Notes, including, inter alia, any problems that may arise relating to circumstances of the Agreement embodied in these Notes. Such consultations will take place at a mutually convenient time, no later than thirty days from the date on which such request is made, unless otherwise mutually agreed.

(b) If, in the view of either Government, the economic conditions prevailing at the time of the recent discussions mentioned above have changed substantially, that Government



may initiate consultations for review of the provisions of these Notes including the possibility of termination or modification of the report restraints.

(c) Mutually satisfactory administrative arrangements or adjustments may be made to resolve problems arising in the implementation of these Notes, including differences in points of procedure or operation.

9. If the Government of the Republic of China considers that, as a result of the application of the provisions of these Notes, the Republic of China is placed in an inequitable position vis-a-vis other major exporting countries in respect of exports to the United States of color television receivers, the Government of the Republic of China may initiate consultations with the Government of the United States of America.

10. Any rights of trade retaliation that the Government of the Republic of China may have under existing treaties or commercial arrangements will not be exercised with respect to measures taken by the Government of the United States of America pursuant to these Notes.

11. The two Governments may amend the provisions of these Notes if such amendments are mutually agreeable.

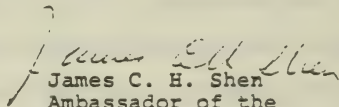
12. No provisions of these Notes will be construed as applying to prices or production of color television receivers or allocation of shipments among firms selling (except that it is recognized that such allocation may be deemed necessary and therefore directed by the Government of the Republic of China in its implementation of the provisions of these Notes) or buying color television receivers.

13. Either Government may terminate the provisions of these Notes by giving sixty days prior written notice to the other Government.

14. The foregoing provisions of these Notes will be implemented by the two Governments in accordance with the laws and regulations applicable in their respective countries.

I have further the honor to request Your Excellency to confirm on behalf of the Government of the United States of America that it will implement its measures and obligations under the above provisions, and to propose that this Note and Your Excellency's Note in reply will constitute an agreement between the two Governments as characterized by the above provisions.<sup>[1]</sup>

Accept, Excellency, the renewed assurances of my highest consideration.

  
James C. H. Shen  
Ambassador of the  
Republic of China

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<sup>1</sup> No United States Government reply was sent to the Republic of China, but it was agreed by both parties that the agreement entered into force on December 29, 1978.

## ANNEX A

The following items from the Tariff Schedules of the United States Annotated (1978) are covered by the provisions of the Agreement:

Color television receivers, having a picture tube, provided for in TSUSA items 685.2025, 685.2026, 685.2027, 685.2028, 685.2029, 685.2031, 685.2044, 685.2046, 685.2055, 685.2061, 685.2062.



## ANNEX B

The Government of the Republic of China will apply restraints on exports to the United States of color television receivers as defined in Annex A during the periods specified, at the levels indicated:

Period 1 (February 1, 1979 - June 30, 1979) - 127,000 units\*

Period 2 (July 1, 1979 - June 30, 1980) - 373,000 units

\*Note to Annex B

The level for Period 1 (February 1, 1979 - June 30, 1979) will be adjusted depending upon the amount of color television receivers actually exported from the Republic of China during the period July 1, 1978 through January 31, 1979, as determined by U.S. Customs data. If the quantity actually exported from the Republic of China exceeds 368,000 units in that period, the amount of the excess will be deducted from 127,000. If the quantity actually exported from the Republic of China during that period is less than 368,000 units, the amount of deficiency will be added to 127,000.

## ANNEX C

The Government of the Republic of China also intends to control exports of incomplete color television receivers as described in item 685.2064 of the Tariff Schedules of the United States. It intends to limit the export of such items to the United States at a level of 270,000 sets during the period February 1 - June 30, 1979. The Government of the Republic of China recognizes that the Government of the United States of America has the right to take action under Section 203(g)(2) of the Trade Act of 1974 <sup>[1]</sup> to assist the Government of the Republic of China in administering its self-restraint measure in the event that it appears exports from the Republic of China will exceed the level of self-restraint which the Government of the Republic of China has stated it will apply.

The Government of the Republic of China is not in a position to make a commitment regarding extension of the limitation for an additional time period, but is prepared to review the matter further, not later than May 31, 1979, with the objective of establishing a control level for the period July 1, 1979 - June 30, 1980.

The Government of the Republic of China recognizes that the Government of the United States of America has the right to take action under Section 203(g)(2) of the Trade Act of 1974 to limit imports during the period July 1, 1979 - June 30, 1980.

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<sup>1</sup> 88 Stat. 2017; 19 U.S.C. § 2253 (g) (2).

## NETHERLANDS

### Weather Stations

*Agreement effected by exchange of notes*

*Signed at The Hague July 26, 1979;*

*Entered into force May 8, 1980.*

*With memorandum of arrangement*

*Signed at The Hague July 26 and August 20, 1979.*



*The American Ambassador to the Dutch Minister of Foreign Affairs*

No. 37

Excellency:

I have the honor to refer to the informal cooperation between the Government of the United States and the Government of the Netherlands Antilles over a span of many years which has resulted in the provision, by the National Weather Service of the U.S. National Oceanic and Atmospheric Administration and its predecessors, the Environmental Science Services Administration, and the U.S. Weather Bureau, of advisories and warnings of weather situations potentially dangerous to the Caribbean area with emphasis on tropical storms and hurricanes. Throughout the Caribbean area, these advisories and warnings have been instrumental in the reduction of human and economic loss due to these destructive forces of nature. The Netherlands Antilles have made a very significant contribution to the cooperation by furnishing extremely valuable special and timely weather reports during periods of threatening weather conditions in the Caribbean area.

In view of the mutual benefit of this cooperation and wishing to place our continuing cooperation on a formal basis, my Government proposes that an Agreement be concluded to provide for the establishment of a cooperative program on the following terms:

1. Purpose. The purpose of this program is to provide, through the cooperation of the designated

Cooperating Agencies of the Government of the United States and the Government of the Netherlands Antilles,

(a) tropical cyclone forecasts and warnings,  
and

(b) increased meteorological observational  
reports during times of emergency.

2. Cooperating Agencies. The Cooperating Agencies shall be:

(a) for the Government of the United States of America, the National Oceanic and Atmospheric Administration, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and

(b) for the Government of the Netherlands Antilles, the Meteorological Service of the Netherlands Antilles, hereinafter referred to as the Netherlands Antilles Cooperating Agency.

3. Expenditures. All expenditures incident to the obligations assumed by the United States Cooperating Agency shall be paid by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Netherlands Antilles Cooperating Agency shall be paid by the Government of the Netherlands Antilles.

4. Liability. No liability shall attach to either Government or Cooperating Agency as a result of failure of the Advisories or warnings to predict weather conditions in an accurate manner, or as a result of a failure to transmit tropical cyclone forecasts and warnings in a timely fashion. Neither

Government or its Cooperating Agency warrants the suitability of the information provided under this Agreement for any particular use.

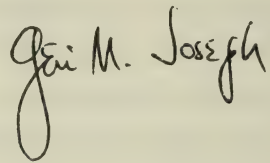
5. Appropriation of Funds. To the extent that the carrying out of any provisions of this Agreement will depend on funds appropriated by the Congress of the United States or the representative body of the Netherlands Antilles, it shall be subject to the availability of such funds.
6. Memorandum of Arrangement. A Memorandum of Arrangement, specifying further details of the cooperative program to be operated under this Agreement, shall be agreed to by the United States Cooperating Agency and the Netherlands Antilles Cooperating Agency.
7. Amendments. This Agreement may be amended at any time by mutual consent of the Governments of the United States and the Kingdom of the Netherlands.
8. Application. As regards the Kingdom of the Netherlands, the present Agreement shall apply only to the Netherlands Antilles.
9. Term. This Agreement shall remain in force for ten years unless terminated by mutual agreement or by either Government upon sixty days' notice in writing to the other Government.

If the foregoing meets the approval of the Government of the Kingdom of the Netherlands, I have the honor to propose that this Note and Your Excellency's reply to that effect shall constitute an Agreement between our two Governments concerning this matter, which shall enter into



force on the date on which the Government of the Kingdom of the Netherlands notifies the Government of the United States of America that the necessary constitutional procedures required in the Kingdom of the Netherlands have been complied with.<sup>[1]</sup>

Accept, Excellency, the assurances of my highest consideration.

 <sup>[2]</sup>

His Excellency

Dr. Christoph A. van der Klaauw,  
Minister of Foreign Affairs of  
the Kingdom of the Netherlands.

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<sup>1</sup> May 8, 1980.

<sup>2</sup> Geri M. Joseph.

*The Dutch Minister for Foreign Affairs to the American Ambassador*

MINISTERIE VAN BUITENLANDSE ZAKEN

DVE/VV-205382

Excellency,

I have the honour to acknowledge receipt of your Note of 26 July, nr. 37, which reads as follows:

" I have the honor to refer to the informal cooperation between the Government of the United States and the Government of the Netherlands Antilles over a span of many years which has resulted in the provision, by the National Weather Service of the U.S. National Oceanic and Atmospheric Administration and its predecessors, the Environmental Science Services Administration, and the U.S. Weather Bureau, of advisories and warnings of weather situations potentially dangerous to the Caribbean area with emphasis on tropical storms and hurricanes. Throughout the Caribbean area, these advisories and warnings have been instrumental in the reduction of human and economic loss due to these destructive forces of nature. The Netherlands Antilles have made a very significant contribution to the cooperation by furnishing extremely

To the Ambassador of the  
United States of America  
at  
The Hague.

valuable special and timely weather reports during periods of threatening weather conditions in the Caribbean area.

In view of the mutual benefit of this cooperation and wishing to place our continuing cooperation on a formal basis, my Government proposes that an Agreement be concluded to provide for the establishment of a cooperative program on the following terms:

1. Purpose. The purpose of this program is to provide, through the cooperation of the designated Cooperating Agencies of the Government of the United States and the Government of the Netherlands Antilles,
  - (a) tropical cyclone forecasts and warnings, and
  - (b) increased meteorological observational reports during times of emergency.
2. Cooperating Agencies. The Cooperating Agencies shall be:
  - (1) for the Government of the United States of America, the National Oceanic and Atmospheric Administration, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and
  - (2) for the Government of the Netherlands Antilles, the Meteorological Service of the Netherlands Antilles, hereinafter referred to as the Netherlands Antilles Cooperating Agency.
3. Expenditures. All expenditures incident to the obligations assumed by the United States Cooperating Agency shall be paid by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Netherlands Antilles Cooperating Agency shall be paid by the Government of the Netherlands Antilles.



4. Liability. No liability shall attach to either Government or Cooperating Agency as a result of failure of the advisories or warnings to predict weather conditions in an accurate manner, or as a result of a failure to transmit tropical cyclone forecasts and warnings in a timely fashion. Neither Government or its Cooperating Agency warrants the suitability of the information provided under this Agreement for any particular use.
5. Appropriation of Funds. To the extent that the carrying out of any provisions of this Agreement will depend on funds appropriated by the Congress of the United States or the representative body of the Netherlands Antilles, it shall be subject to the availability of such funds.
6. Memorandum of Arrangement. A Memorandum of Arrangement, specifying further details of the cooperative program to be operated under this Agreement, shall be agreed to by the United States Cooperating Agency and the Netherlands Antilles Cooperating Agency.
7. Amendments. This Agreement may be amended at any time by mutual consent of the Governments of the United States and the Kingdom of the Netherlands.
8. Application. As regards the Kingdom of the Netherlands the present Agreement shall apply only to the Netherlands Antilles.
9. Term. This Agreement shall remain in force for ten years unless terminated by mutual agreement or by either Government upon sixty day's notice in writing to the other Government.

If the foregoing meets the approval of the Government of the Kingdom of the Netherlands, I have the honor to propose

TIAS 9708

that this Note and Your Excellency's reply to that effect shall constitute an Agreement between our two Governments concerning this matter, which shall enter into force on the date on which the Government of the Kingdom of the Netherlands notifies the Government of the United States of America that the necessary constitutional procedures required in the Kingdom of the Netherlands have been complied with."

I have the honour to confirm that the foregoing meets the approval of the Government of the Kingdom of the Netherlands and that Your Excellency's Note and this reply shall constitute an Agreement between our two Governments concerning this matter, which shall enter into force on the date on which the Government of the Kingdom of the Netherlands notifies the Government of the United States of America that the necessary constitutional procedures required in the Kingdom of the Netherlands have been complied with.

Please accept Excellency the assurance of my highest consideration.

The Hague, 26 July 1979

A handwritten signature in dark ink, appearing to read 'C.A. van der Klaauw', with a stylized flourish at the end.

C.A. van der Klaauw  
Minister for Foreign Affairs

MEMORANDUM OF ARRANGEMENT

The National Oceanic and Atmospheric Administration (NOAA) of the United States Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and the Netherlands Antilles Meteorological Service, hereinafter referred to as the Netherlands Antilles Cooperating Agency, pursuant and subject to the provisions of the Agreement effected by the exchange of Notes on July 26, 1979, between the Government of the United States of America and the Government of the Kingdom of the Netherlands regarding the preparation and provision of tropical cyclone forecasts and warnings, and provisions of special meteorological observations, have agreed as follows:

1. Name of Program. The cooperative program to which this Memorandum of Arrangement refers shall be known as the "Netherlands Antilles-United States Hurricane Warning Program."
2. Conduct of Work. The management of the program and the conduct of the forecast and forecast distribution operations shall be under the control of the United States Cooperating Agency, acting in consultation, as necessary, with the Netherlands Antilles Cooperating Agency. The taking and transmitting of special meteorological observations shall be under the control of the Netherlands Antilles Cooperating Agency.
3. Specific Undertakings on the Part of the United States Cooperating Agency. The United States Cooperating Agency shall:
  - (a) prepare warnings associated with tropical cyclones for the Netherlands Antilles;
  - (b) provide forecasts for all tropical cyclones in the North Atlantic including those expected to



influence Curacao, Aruba, Bonaire, St. Eustatius, Saba and St. Martin. This information will be contained in advisories issued by the NOAA National Hurricane Center as frequently as every three hours when a cyclone approaches the Netherlands Antilles;

(c) predict and describe the meteorological conditions (winds, tides, and rainfall) expected to influence the Netherlands Antilles when a tropical cyclone is forecast to affect those islands;

(d) address the information specified in 3(a)-3(c) to an agreed-upon addressee in the Netherlands Antilles.

4. Specific Undertakings on the Part of the Netherlands Antilles Cooperating Agency. The Netherlands Antilles Cooperating Agency shall:

(a) provide special surface weather observations when a subject island is being threatened by a tropical storm;

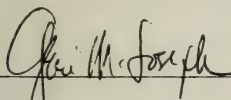
(b) disseminate within the Netherlands Antilles all advisories and warnings as may be required.

5. Term. This Memorandum of Arrangement shall enter into force on the same date as the Agreement referred to in the introduction of the Memorandum and shall expire on the same date as said Agreement.

6. Amendments. The terms of this Memorandum of Arrangement may be amended at any time by agreement between the two Cooperating Agencies.

IN WITNESS WHEREOF the undersigned, being authorized thereto, have executed this Memorandum of Arrangement.

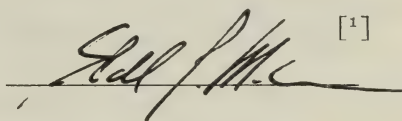
FOR THE UNITED STATES  
COOPERATING AGENCY



Place: The Hague, The Netherlands

Date: July 26, 1979

FOR THE NETHERLANDS ANTILLES  
COOPERATING AGENCY:

 [1]

Place: The Hague, The Netherlands

Date: August 20, 1979

<sup>1</sup> Eldrid G. Maduro.

**EGYPT AND THE UNITED KINGDOM OF  
GREAT BRITAIN AND NORTHERN IRELAND**

**Liability and Insurance**

*Agreement signed at Cairo October 19, 1979;  
Entered into force October 19, 1979.*

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**AGREEMENT  
AMONG  
THE ARAB REPUBLIC OF EGYPT,  
THE UNITED STATES OF AMERICA  
AND  
THE UNITED KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND  
REGARDING  
DÉCENNALE LIABILITY AND INSURANCE**

Dated: OCTOBER 19, 1979



**AGREEMENT REGARDING DÉCENNALE LIABILITY AND INSURANCE DATED: OCTOBER 19, 1979 AMONG THE ARAB REPUBLIC OF EGYPT ("GOVERNMENT"), THE UNITED STATES OF AMERICA, ACTING THROUGH THE AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.") AND THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, ACTING THROUGH THE OVERSEAS DEVELOPMENT ADMINISTRATION ("ODA")**

WHEREAS, Articles 651 through 654 of the Egyptian Civil Code impose joint and several absolute liability (regardless of fault) on architects (which term includes any person who designs works) and contractors for a period of ten years after delivery of the works (hereinafter "Décennale liability");

WHEREAS, Law 106 of 1976 requires that a license must be obtained to erect buildings and that a prerequisite to obtaining such a license is presentation of an insurance policy covering, *inter alia*, liability under Article 651 of the Egyptian Civil Code;

WHEREAS, project agreements have been or will be signed between the Government and the United States of America or between the Government and the United Kingdom of Great Britain and Northern Ireland for sewerage and sanitary draining projects.

WHEREAS, the cost of premiums for Décennale liability insurance is one and one-half to two percent of project cost, which in connection with projects financed by A.I.D. and ODA would result in a total cost to the Government of many millions of dollars, a huge burden on the Government's scarce resources;

WHEREAS, even at such high cost it does not appear possible to obtain insurance policies which would provide full Décennale liability coverage for A.I.D. and ODA projects in Egypt, thus subjecting A.I.D. and ODA financed Contractors to large uninsured liabilities, thereby making it exceedingly difficult to attract such Contractors to work in Egypt; and

WHEREAS, Articles 163 through 172 of the Egyptian Civil Code regarding liability for negligence apply to persons or firms contracting to do consulting, architectural, design, supervision, construction, or any other work under contracts financed in whole or in part by A.I.D. or ODA ("A.I.D. and ODA financed Contractors"); and would continue to apply even if such Contractors are exempted from the Décennale liability and insurance provisions of Egyptian law;

NOW THEREFORE,

1. The Government agrees that A.I.D. and ODA financed Contractors, architects and consultants working on sewerage projects financed in whole or in part by agreements which have been or will be signed between the Government and A.I.D. or between the Govern-

ment and ODA are exempted from the application of Articles 651 through 654 of the Egyptian Civil Code and from the application of Law 106 of 1976. This exemption does not relieve the Contractors, architects or consultants of their respective contractual obligations which relate to their duty to exercise sound judgment, in accordance with the standards of their respective professions, to ensure the safety and fitness of the works for the purposes for which they are designed and erected.

2. A.I.D. and ODA agree that Articles 163 through 172 of the Egyptian Civil Code regarding liability for negligence shall apply to all A.I.D. and ODA financed Contractors, architects and consultants.

3. Notwithstanding the exemptions from Egyptian Law provided in Section 1 above, A.I.D. and ODA agree to require A.I.D and ODA financed Contractors respectively to be covered by third party, Contractors All Risk (construction Contractors only), in the joint names of the Government or its authorized contracting organization and the Contractor, and Professional Indemnity insurance (design Contractors, architects and consultants) in amounts acceptable to the Government or its authorized contracting organization providing protection to third parties who may suffer damages through the fault of such Contractors, architects and consultants.

IN WITNESS WHEREOF, the Government, the United Kingdom of Great Britain and Northern Ireland and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY: Hamed El Sayeh  
NAME: Dr. Hamed El Sayeh  
Minister of Economy, Foreign  
TITLE: Trade and Economic Cooperation

UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND

BY: M. S. Weir  
Charge d'Affaires a.i.  
NAME: M. S. Weir  
TITLE: H. M. Ambassador

UNITED STATES OF AMERICA

BY: Alfred L. Atherton, Jr.  
NAME: Alfred L. Atherton, Jr.  
TITLE: Ambassador

UNITED KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND

**Defense Areas in the Turks and Caicos Islands**

*Agreement signed at Washington December 12, 1979;*

*Entered into force December 12, 1979;*

*Effective January 1, 1979.*

*With memorandum of understanding, agreed minute and  
aide-memoire.*



AGREEMENT BETWEEN THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF THE UNITED KINGDOM OF  
GREAT BRITAIN AND NORTHERN IRELAND CONCERNING  
UNITED STATES DEFENCE AREAS IN THE  
TURKS AND CAICOS ISLANDS

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America;

Having considered, together with the Government of the Turks and Caicos Islands, the Agreement between the Government of the Federation of the West Indies and the Government of the United States of America concerning United States Defence Areas in the Federation of the West Indies signed at Port of Spain on 10 February, 1961,<sup>[1]</sup> the Exchange of Notes between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America dated 11 June 1971<sup>[2]</sup> concerning the use by Civil Aircraft of the Airfield at the Auxiliary Air Base on Grand Turk Island and the Exchange of Notes between the said Governments dated 15 June 1972<sup>[3]</sup> applying the Agreement of 10 February 1961 to additional United States Defence Areas in the Turks and Caicos Islands:

Desiring to strengthen the firm friendship and understanding between them;

Desiring also to contribute to the defence of the Western Hemisphere and to the maintenance of peace and security within the framework of the Charter of the United Nations;<sup>[4]</sup>

Believing that practical cooperation within the territory of the Turks and Caicos Islands as provided for in this Agreement will greatly assist in the attainment of these objectives;

Have agreed as follows:

ARTICLE I

Definitions

In this Agreement, the expression:

"Contractor personnel" means employees of a United States contractor who are not ordinarily resident in the Turks and Caicos Islands and who are there solely for the purpose of this Agreement;

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<sup>1</sup> TIAS 4734; 12 UST 408.

<sup>2</sup> TIAS 7446; 23 UST 2583.

<sup>3</sup> TIAS 7375; 23 UST 1145.

<sup>4</sup> TS 993; 59 Stat. 1031.

"Defence Areas" means an area in respect of which the Government of the United States of America (hereinafter called "the United States Government") is for the time being entitled to have and enjoy, in accordance with the terms and conditions of this Agreement, the rights, power and authority described in Article II;

"Dependants" means the spouse and children under 21 of a person in relation to whom it is used; and, if they are dependent upon him for their support, the parents and children over 21 of the person;

"the Islands" means the Turks and Caicos Islands;

"Members of the United States Forces" means:

(a) military members of the United States Forces on active duty;

(b) civilian personnel accompanying the United States Forces and in their employ who are not ordinarily resident in the Islands and who are there solely for the purposes of this Agreement; and

(c) dependants of the persons described in (a) and (b) above;

"Military purposes" means:

(a) the installation, construction, maintenance and use of military equipment and facilities; including facilities for the training, accommodation, hospitalisation, recreation, education and welfare of members of the United States Forces; and

(b) all other activities of the United States Government, United States contractors and authorised service organizations carried out for the purposes of this Agreement;

"United States contractor" means any person, body or corporation ordinarily resident in the United States of America that is in the Islands for the purposes of this Agreement by virtue of a contract with the United States Government, and includes a subcontractor;

"United States Forces" means the land, sea and air armed services of the United States, including the Coast Guard.

## ARTICLE II

### General Description of Rights

The United States Government shall have and enjoy, in accordance with the terms and conditions of this Agreement, the rights, power and authority which are necessary for the development, use, operation and protection for military purposes of the defence areas which are described in the Annex hereto. The United States Government shall have and enjoy such rights of access, rights of way and easements as may be necessary for these purposes.

ARTICLE III

## Flags

The flags of the United States and the Islands shall fly side by side over each defence area.

ARTICLE IV

## Defence Areas and Property

(1) The defence areas, rights of access, rights of way and easements shall be available to the United States for the term of the Agreement, and shall be provided free of rent and all other charges except as expressly stated in the leases concluded by appropriate United States military authorities and the Government of the Islands.

(2) Except with the prior approval of the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter called "the Government of the United Kingdom") and the Government of the Islands, the United States Government shall not transfer or assign any rights conferred by or under this Agreement, nor shall the United States Government permit the defence areas to be used in any way whatsoever by any other person, body or Government.

(3) The United States Government may at any time notify the Government of the United Kingdom and the Government of the Islands that it has vacated and no longer requires a defence area or a specified portion thereof and thereupon such defence area or such portion thereof shall, for the purposes of this Agreement, cease to be, or to be a portion of, a defence area, as the case may be.

(4) Except for the purposes of this Agreement or with the concurrence of the Government of the Islands, the United States Government shall not remove or demolish or otherwise dispose of any permanent construction or installation in a defence area. No compensation shall be payable to the United States Government in respect of any such construction or installation. The United States Government shall be entitled to remove free of any restrictions any other construction or installation and other property owned by it from the area while it is a defence area or within a reasonable time thereafter. No compensation shall be payable to the United States Government in respect of any construction or installation or other property not so removed.

(5) The United States Government shall be under no obligation to restore the defence areas to the condition in which they were at any time prior to their ceasing to be defence areas.



(6) All minerals (including oil), antiquities and treasure trove in the defence areas and all rights relating thereto are reserved to the Government of the Islands, but any exploitation thereof shall be with the concurrence of the United States Government.

#### ARTICLE V

##### Entry and Departure of Members of the United States Forces

(1) Members of the United States Forces who may be brought into the Islands for the purposes of this Agreement shall be exempt from passport and visa requirements, immigration inspection, and any registration or control as aliens. Such persons shall be furnished with appropriate identification cards, specimens of which shall be supplied to the Government of the Islands.

(2) No military member of the United States Forces shall be discharged in the Islands without the consent of the Government of the Islands. The United States Government shall inform the Government of the Islands of any change in the status of any other member of the United States Forces and shall be responsible for taking such steps as are open to it for his removal from the Islands if the Government of the latter should so request.

(3) The United States Government shall take steps to ensure the correct behaviour of all members of the United States Forces and shall, at the request of the Government of the Islands, remove as soon as possible any member of the United States Forces whose conduct renders his presence in the Islands undesirable to the Government of the Islands.

#### ARTICLE VI

##### Local Purchases and Employment of Local Labour

(1) The United States Government and United States contractors may purchase locally goods and services required for the purposes of this Agreement. Subject to United States policies or regulations, preference shall be given to the procurement of goods in, and to the employment of contractors and workers from, the Islands.

(2) In the fixing of terms of employment for such contractors and workers, particularly in respect of wages and conditions of work, supplementary payments, insurance and conditions for the protection of workers, clubs and recreational facilities, full regard shall be given to employment practices generally obtaining for similar employment in the Islands, and in no case shall the terms of employment for such workers be inferior to those laid down by any legislation in force in the Islands, or any international convention, the provisions of which have been adopted by the United States Government and which apply to the Islands.

ARTICLE VII

## Public Services and Facilities

(1) The United States Forces, United States contractors and the members of the United States Forces and contractor personnel may use the public services and facilities belonging to or controlled or regulated by the Government of the United Kingdom or the Government of the Islands. The terms of use, including charges, shall be no less favourable than those available to other users unless otherwise agreed. No landing charges shall, however, be payable by the United States Government by reason of the use by aircraft owned or operated by or on behalf of the United States Government of any airport in the Islands. Use of the airfield presently known as the Grand Turk Auxiliary Air Base by the United States Government shall be in accordance with the Exchange of Notes, signed this date, between the United States Government and the Government of the United Kingdom concerning the Grand Turk Auxiliary Air Base.<sup>[1]</sup>

(2) There shall be no toll charges, including light and harbour dues, on United States Government vessels using port facilities in the Islands, nor shall such vessels be subject to compulsory pilotage.

(3) Lights and other aids to navigation of vessels and aircraft placed or established in the defence areas and territorial waters adjacent thereto or in the vicinity thereof by the United States Government shall conform to the system in use in the Islands. The position and characteristics of any such lights or other aids and any alterations thereof shall be determined in consultation with the appropriate authority of the Islands.

ARTICLE VIII

## Fiscal Exemptions

(1) No taxes or duties of customs shall be imposed upon the importation or exportation of:

(a) materials and equipment imported by or for the use of the United States Forces and United States contractors for the purposes of this Agreement and, if required, certified as such on behalf of the United States Government;

(b) the personal effects and household goods, including privately owned automobiles, imported by members of the United States Forces, United States contractors and contractor personnel on first arrival in the Islands or within six months thereafter and related thereto.

(2) No excise, consumption or other duty shall be levied or charged on any goods or materials purchased locally by or for the use of the United States Government for the purposes of this Agreement.

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TIAS 9711; *past*, p. 455.

(3) Where the legal incidence of any form of taxation in the Islands depends on residence or domicile, periods during which members of the United States Forces, United States contractors or contractor personnel are in the Islands solely by reason of this Agreement shall not be considered as periods of residence (or as creating a change of residence or domicile) for the purposes of such taxation. Members of the United States Forces, United States contractors and contractor personnel shall be exempt from taxation in the Islands on the salary and emoluments received by them as such, on any tangible moveable property within a defence area and on the ownership of such property outside a defence area which is in the Islands solely by reason of this Agreement.

(4) Nothing in this Article shall prevent taxation of members of the United States Forces, United States contractors or contractor personnel with respect to any profitable enterprise other than their employment as such in which they may engage in the Islands, and except as regards salary and emoluments and the tangible moveable property referred to in the preceding paragraph, nothing in this Article shall prevent taxation to which, even if regarded as resident or domiciled outside the Islands, such persons are liable under the law of the Islands.

(5) United States Government vehicles shall be exempted from all fees, taxes and other charges. Each vehicle shall carry in addition to its registration number a distinct nationality mark in front and rear. A list of all such vehicles and their registration numbers shall be furnished to the Government of the Islands. Privately owned automobiles imported by members of the United States Forces which qualify for exemption under paragraph (1)(b) of this Article shall also be exempt from Motor Vehicles Tax, or any other tax, duty, or charge of a similar nature.

(6) The authorities of the United States Forces and of the Islands shall collaborate in measures to be taken to prevent abuse of the privileges granted under this Article.

#### ARTICLE IX

##### Criminal Jurisdiction

(1) Subject to the provisions of this Article,

(a) the military authorities of the United States shall have the right to exercise within the Islands all criminal and disciplinary jurisdiction conferred on them by United States law over all persons subject to the military law of the United States;

(b) the authorities of the Islands shall have jurisdiction over members of the United States Forces with respect to offences committed within the Islands and punishable by the law in force there.



(2) (a) The military authorities of the United States shall have the right to exercise exclusive jurisdiction over persons subject to the military law of the United States with respect to offences, including offences relating to security, punishable by the law of the United States but not by the law in force in the Islands.

(b) The authorities of the Islands shall have the right to exercise exclusive jurisdiction over members of the United States Forces with respect to offences, including offences relating to security, punishable by the law in force in the Islands but not by the law of the United States.

(c) For the purposes of this paragraph and of paragraph (3) of this Article, an offence relating to security shall include

(i) treason;

(ii) sabotage, espionage or violation of any law relating to official secrets or secrets relating to national defence.

(3) In cases where the right to exercise jurisdiction is concurrent the following rules shall apply:

(a) The military authorities of the United States shall have the primary right to exercise jurisdiction over a member of the United States Forces in relation to

(i) offences solely against the property or security of the United States or offences solely against the person or property of another member of the United States Forces;

(ii) offences arising out of any act or omission done in the performance of official duty.

(b) In the case of any other offence the authorities of the Islands shall have the primary right to exercise jurisdiction.

(c) If the authorities having the primary right decide not to exercise jurisdiction, they shall notify the other authorities as soon as practicable. The United States authorities shall give sympathetic consideration to a request from the authorities of the Islands for a waiver of their primary right in cases where the authorities of the Islands consider such waiver to be of particular importance. The authorities of the Islands will waive, upon request, their primary right to exercise jurisdiction under this Article, except where they in their discretion determine and notify the United States authorities that it is of particular importance that such jurisdiction not be waived.

(4) The foregoing provisions of this Article shall not imply any right for the military authorities of the United States to exercise jurisdiction over persons who belong to, or are ordinarily resident in, the Islands unless they are military members of the United States Forces.

(5) (a) To the extent authorised by law, the authorities of the Islands and the military authorities of the United States shall assist each other in the service of process and in the arrest of members of the United States Forces in the Islands and in handing them over to the authorities which are to exercise jurisdiction in accordance with the provisions of this Article.

(b) The authorities of the Islands shall notify promptly the military authorities of the United States of the arrest of any member of the United States Forces.

(c) Unless otherwise agreed, the custody of an accused member of the United States Forces over whom the authorities of the Islands are to exercise jurisdiction shall, if he is in the hands of the United States authorities, remain with the United States authorities until he is charged. In cases where the United States authorities may have the responsibility for custody pending the completion of judicial proceedings, the United States authorities shall, upon request, make such a person immediately available to the authorities of the Islands for purposes of investigation and trial and shall give full consideration to any special views of such authorities as to the way in which custody should be maintained.

(6) (a) To the extent authorised by law, the authorities of the Islands and of the United States shall assist each other in the carrying out of all necessary investigations into offences, in providing for the attendance of witnesses and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offence. The handing over of such objects may, however, be made subject to their return within the time specified by the authorities delivering them.

(b) The authorities of the Islands and of the United States shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

(7) A death sentence shall not be carried out in the Islands by the military authorities of the United States if the legislation of the Islands does not provide for such punishment in a similar case.

(8) Where an accused has been tried in accordance with the provisions of this Article and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offence within the Islands. Nothing in this paragraph shall, however, prevent the military authorities of the United States from trying a military member of the United States Forces for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the authorities of the Islands.

(9) Whenever a member of the United States Forces is prosecuted by the authorities of the Islands he shall be entitled:

- (a) to a prompt and speedy trial;
- (b) to be informed in advance of trial of the specific charge or charges made against him;
- (c) to be confronted with the witnesses against him;
- (d) to have compulsory process for obtaining witnesses in his favour if they are within the jurisdiction of the Islands;
- (e) to have legal representation of his own choice for his defence or to have free or assisted legal representation under the conditions prevailing for the time being in the Islands;
- (f) if he considers it necessary, to have the services of a competent interpreter; and
- (g) to communicate with a representative of the United States and, when the rules of the court permit, to have such a representative present at his trial which shall be public except when the court decrees otherwise in accordance with the law in force in the Islands.

(10) Where a member of the United States Forces is tried by the military authorities of the United States for an offence committed outside a defence area or involving a person, or the property of a person, other than a member of the United States Forces, the aggrieved party and representatives of the Islands and of the aggrieved party may attend the trial proceedings except where this would be inconsistent with the rules of the court.

(11) A certificate of the appropriate United States commanding officer that an offence arose out of an act or omission done in the performance of official duty shall be conclusive, but the commanding officer shall give consideration to any representation made by the Government of the Islands.



(12) Regularly constituted military units or formations of the United States Forces shall have the right to police the defence areas. The military police of the United States Forces may take all appropriate measures to ensure the maintenance of order and security within such defence areas.

(13) In this Article, a reference to the authorities of the Islands includes, where appropriate, the authorities of the Government of the United Kingdom.

#### ARTICLE X

##### Civil Claims

(1) The United States Government agrees to pay just and reasonable compensation in settlement of civil claims (other than contractual claims) arising out of acts or omissions of members of the United States Forces done in the performance of official duty or out of any other act, omission or occurrence for which the United States Forces are legally responsible.

(2) All such claims shall be processed and settled in accordance with the applicable provisions of United States law.

#### ARTICLE XI

##### Surveys

The United States Government may with the concurrence of the Government of the United Kingdom and the Government of the Islands make topographic, hydrographic and other similar surveys (which may include the taking of aerial photographs) in the Islands, including the territorial waters thereof. When any survey is to be made outside the defence areas, the United States Government shall notify the Government of the United Kingdom and the Government of the Islands, which may designate an official representative to be present. Copies of the data resulting from such surveys shall be furnished without cost to the Government of the United Kingdom and to the Government of the Islands.

#### ARTICLE XII

##### Frequencies

The use of radio frequencies, powers, and band widths for communication, detection, and research and test operations for the purposes of this Agreement shall be subject to the concurrence of the Government of the United Kingdom and the Government of the Islands.

ARTICLE XIII

## Post Offices

The United States Government may establish and operate United States post offices in the defence areas for domestic use between such post offices, and between such post offices and other United States post offices. These post offices shall be for the exclusive use of the United States Government and members of the United States Forces and of United States contractors, contractor personnel, United States diplomatic or consular representatives in the Islands and their dependants.

ARTICLE XIV

## Commissariat

The United States Government shall have the right to establish and operate in the defence areas agencies such as commissary stores, military service exchanges and social clubs for the use of members of the United States Forces and of United States contractors, contractor personnel, United States diplomatic or consular representatives in the Islands and their dependants. Such agencies and the merchandise and services sold or dispensed by them shall be free of all taxes, duties, and imposts. The authorities of the United States Forces and of the Islands shall collaborate in measures to be taken to prevent abuse of the privileges granted under this Article.

ARTICLE XV

## Health and Sanitation

The appropriate authorities shall collaborate in the enforcement in the defence areas of the health and quarantine laws in force in the Islands. These authorities shall also collaborate in making arrangements for the improvement of sanitation and the protection of health in areas outside, but in the vicinity of, the defence areas.

ARTICLE XVI

## Use of Currency

(1) The United States Government shall collaborate with the Government of the United Kingdom and the Government of the Islands in ensuring compliance with any foreign exchange law in force in the Islands. The United States Forces and United States contractors may possess and use United States currency for official purposes, including the payment of personnel, and may purchase and use local currency.

(2) Members of the United States Forces and contractor personnel may use for internal transactions and export United States currency received from the United States Forces or United States contractors.

(3) The appropriate authorities shall collaborate in the establishment of facilities to permit the purchase of local currency with United States currency and to prevent unauthorised transactions in either currency.

#### Article XVII

##### Driving Permits

(1) The Government of the Islands shall honour without driving test or fee driving permits issued by the United States or a subdivision thereof to members of the United States Forces and to United States contractors, contractor personnel and their dependants, or issue its own driving permits without test or fee to such persons who hold such United States permits. Members of the United States Forces and United States contractors, contractor personnel and their dependants who do not hold driving permits issued by the United States or a subdivision thereof shall be required to obtain licences in accordance with the law in force in the Islands.

(2) The United States authorities in collaboration with the authorities of the Islands shall issue appropriate instructions to members of the United States Forces and to United States contractors, contractor personnel and their dependants, fully informing them of the traffic laws in force in the Islands and requiring strict compliance therewith.

#### Article XVIII

##### General Obligations

(1) Save as is expressly provided in this Agreement, nothing herein shall be so construed as to impair the authority of the Government of the United Kingdom or of the Government of the Islands with regard to the affairs of the Government of the United Kingdom or of the Islands.

(2) Members of the United States Forces, United States contractors and contractor personnel in the Islands for the purposes of this Agreement shall respect the laws of the Islands and refrain from any activity inconsistent with the spirit of this Agreement. Such persons shall not take part directly or indirectly in the political affairs of the Islands.

(3) In the exercise of the privileges and facilities granted under this Agreement, the United States Government shall take every practicable measure to ensure the safety and safeguard the interests of the peoples of the Islands.



Article XIX

## Local Participation

The United States Government shall permit, where agreed to be practicable and on such conditions as may be agreed, the use of installations and facilities in the defence areas for the apprenticeship and industrial training of persons from the Islands, and also for training programmes designed to permit proper participation by such persons in the performance of functions connected with defence and security. On such conditions as may be agreed, welfare communications facilities in the defence areas may be used for educational, cultural, and social programmes of general interest to the people of the Islands.

Article XX

## Competent Authorities

Nothing in this Agreement shall impair the freedom of movement within the Islands of its competent authorities. The designation of competent authorities in respect of a defence area shall be with the concurrence of the United States authorities. Access may not be granted to secure areas within the defence areas.

Article XXI

## Consultation

There shall be established a Joint Consultative Board, consisting of representatives of the United States Government and the Government of the Islands, which shall keep the implementation of this Agreement under review, and where appropriate, advise and make recommendations to the two Governments on any matters arising under this Agreement.

Article XXII

## Special Provisions

The provisions contained in the Annex hereto shall have effect in respect of the defence areas and shall be read and construed as part of this Agreement.

Article XXIII

## Supersession

Upon the coming into force of this Agreement, the provisions of the following agreements (including any amendments, modifications and extensions thereof)--

- Agreement of February 10, 1961 concerning United States Defence Areas in the Federation of the West Indies,

- Agreement of June 15, 1972 concerning Defence Areas in the West Indies, facilities on North and South Caicos Islands, amending the Agreement of February 10, 1961,

- Any other Agreement between the Government of the United Kingdom and the United States Government concerning the grant of rights to the United States Government with respect to defence facilities in the Islands,

shall, save as expressly provided in this Agreement, or the Annex attached thereto, cease to have any force or effect in so far as they relate to the Islands.

#### Article XXIV

##### Duration

(1) This Agreement shall enter into force on the date of signature with effect from January 1, 1979, and shall remain in force through December 31, 1988.

(2) As early as practicable in the year 1988, the United States Government and the Government of the United Kingdom, acting with and on behalf of the Government of the Islands, will consult concerning the renewal or extension of this Agreement beyond December 31, 1988. If acceptable to both Governments they shall enter into negotiations to renew or extend the Agreement for a mutually acceptable period of time.

IN WITNESS WHEREOF the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at Washington on the 12th day of December, 1979.

FOR THE GOVERNMENT OF THE UNITED STATES:

*John A. Bushnell* [1]

FOR THE GOVERNMENT OF THE UNITED KINGDOM:

*Nicholas Henderson* [2]

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<sup>1</sup> John A. Bushnell.

<sup>2</sup> Nicholas Henderson.

ANNEXDefence Areas, Rights of Way and Easements

(1) The attached maps Nos. 1, 2, and 3 show, but not definitively, the defence areas, certain rights of access, rights of way and easements. The defence areas shall as soon as may be practicable be definitively described by agreement between the United States Government, the Government of the United Kingdom and the Government of the Islands.

Nature of Rights

(2) (a) The rights vested in the United States Government by virtue of this Agreement include the right to maintain and operate within the defence areas an electronic research and test station and an oceanographic research station, including their associated instrumentation, detection and communications systems. The United States Government shall also have the right to launch, fly, and land test vehicles.

(b) No wireless station, submarine cable, land line, or other installation shall be established by the United States Government outside the defence areas except at such place or places as may be agreed. Any submarine cable or wireless station shall be sited and operated in such a way that it will not cause interference with established civil communications.

(c) When submarine cables are no longer required for the purposes of this Agreement, their disposal or further use shall be subject to consultation between the parties and, in the absence of agreement, they shall be removed by and at the expense of the United States Government.

(d) The United States Government shall have such use of the foreshore and of the internal and territorial waters adjacent to the defence areas as shall be mutually agreed. Any such agreed use shall not interfere with navigation but may entail the restriction of anchoring, fishing and landing in agreed areas.

Water Supply

(3) The United States Government shall, within the capacity of the facilities in place on the date of signature of the Agreement, make available to meet the needs of the civil population water which is in excess of United States needs.

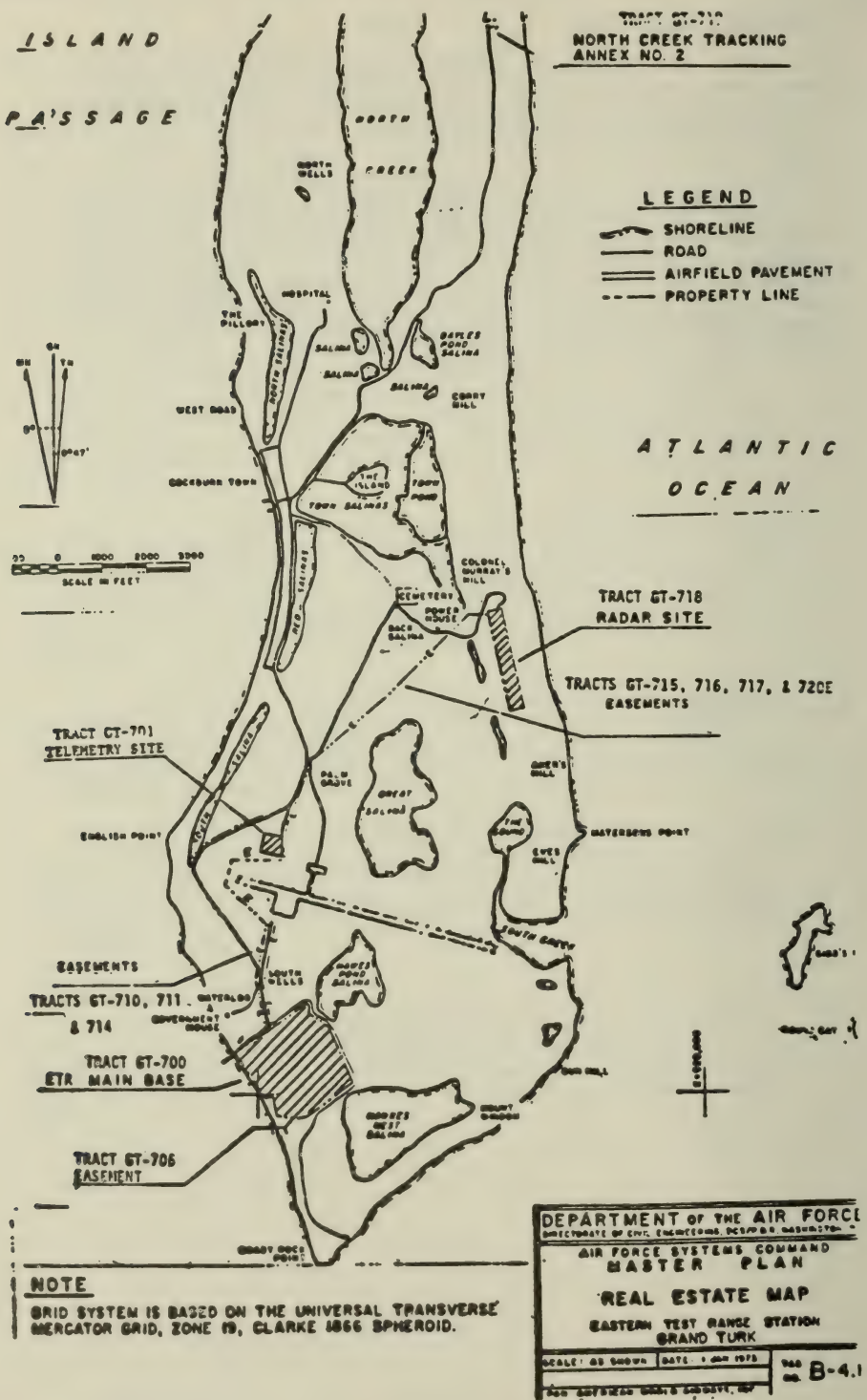


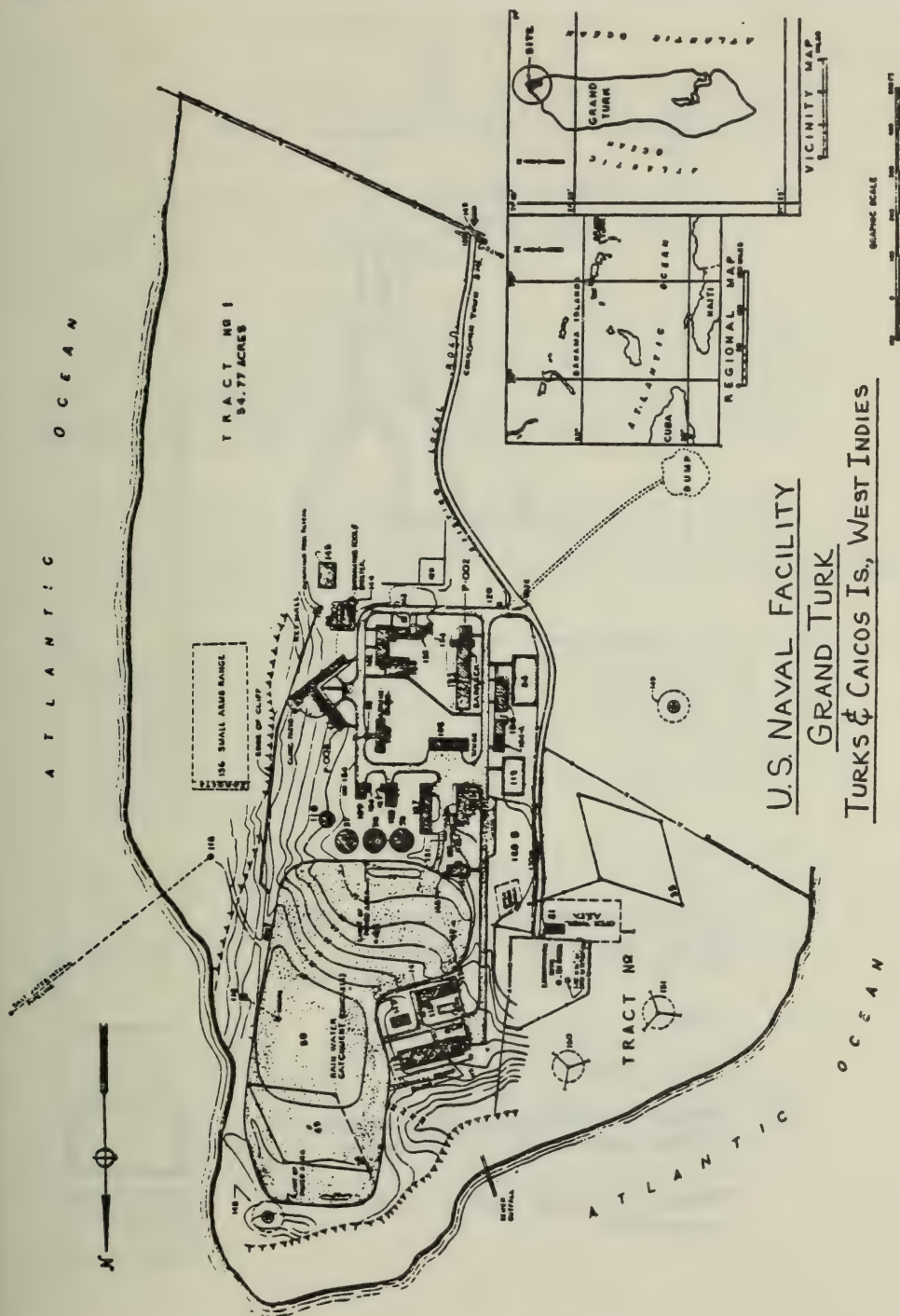
Temporary Anchorage

(4) Any vessel or aircraft compelled by weather or some other exigency of prudent navigation may seek safe temporary anchorage in the sea areas which are adjacent to or are included in a defence area.

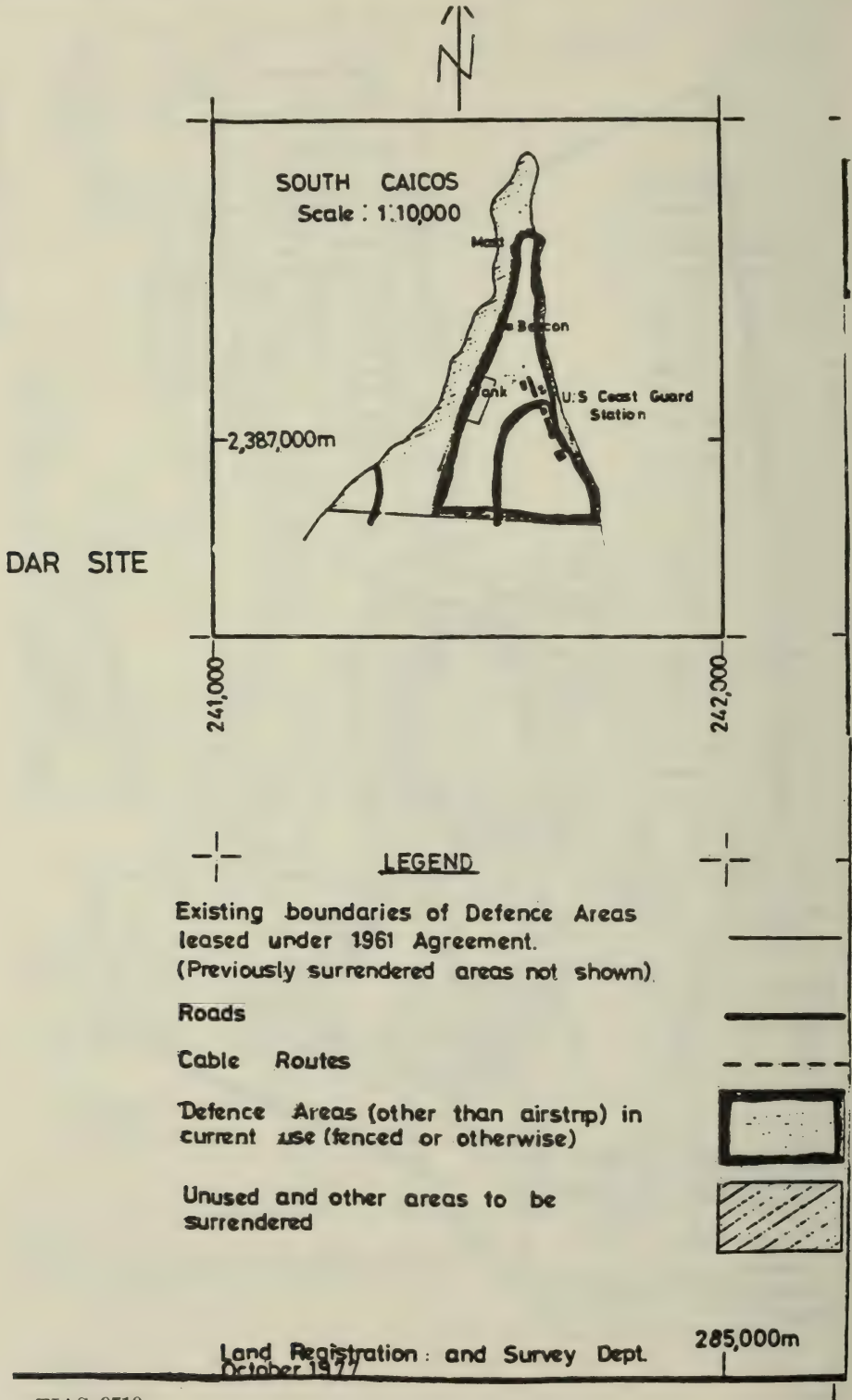
Roads

(5) The United States Government shall consult from time to time with the Government of the Islands for the purpose of agreeing upon the extent of any damage to roads which may have been caused by United States operations, and the repairs which are necessary. The United States Government shall either make those agreed repairs or reimburse their cost to the Government of the Islands.









## MEMORANDUM OF UNDERSTANDING

1. The Government of the United Kingdom and the United States Government have reached the following understandings with regard to the Agreement signed this day concerning United States Defence Areas in the Turks and Caicos Islands:

(a) With respect to paragraph (1) of Article VII, it is understood that the words "other users" mean those persons who, where preferential rates apply to certain users, are charged at the lowest rate.

(b) With respect to paragraph (3) of Article VIII, it is understood that United States contractors will be exempt from taxation in the Islands on any income received under a contract with the United States Government for the purposes of the Agreement and will also be exempt from any tax in the Islands in the nature of a licence with respect to any work performed for the United States Government for the purposes of the Agreement.

(c) (i) With respect to Article XII, it is understood that the United States Government may continue to use all those radio frequencies, powers and band widths for communications, detection, research and test operations that it is entitled to use in the Turks and Caicos Islands at the date of signature of the Agreement.

(ii) It is also understood that the United States Government will continue to be responsible for notifying to the International Frequency Registration Board (IFRB), as appropriate, those frequencies, powers and band widths used in connection with United States operations under the Agreement. Prior to notifying the IFRB of any change in registered frequencies, the United States Government will reach agreement with the Government of the United Kingdom regarding the proposed change.

(iii) The Government of the United Kingdom and the United States Government will inform the IFRB that this arrangement which has been entered into between them provides for the necessary co-ordination regarding frequencies used by the United States Government and authorises the United States Government to obtain international registration of agreed frequencies.

(d) (i) With respect to paragraph (2)(a) of the Annex, it is understood that the electronic test and research station which the United States Government will operate pursuant to this provision will be used in connexion with United States test and research programmes in the fields of electronic surveillance and communications. Research and test operations at the station will include detection, tracking, telemetry, data readout, reception, transmission and communications related to both missile and space programmes.

(ii) It is also understood that, while the general nature and purposes of the station will remain as described above, technical changes in equipment and operations will be made from time to time in order that the station may carry out its role in the surveillance and communications programmes.

2. It is also the understanding of the two Governments, that the local administrative agreements or other arrangements in effect on the date of signature of the Agreement, including existing arrangements on matters which under paragraph (3) of Article VII and sub-paragraphs (b) and (d) of paragraph (2) of the Annex would require consultation between or concurrence by the appropriate authorities of the United States Government and the Government of the Islands, shall remain in effect, without prejudice to the right of the Government of the Islands to request a review of these administrative agreements or other arrangements.

Done in duplicate at Washington on the twelfth day of December 1979.

FOR THE GOVERNMENT OF THE  
UNITED STATES:

*John A. Bushnell*

FOR THE GOVERNMENT OF  
THE UNITED KINGDOM:

*Michael Hardman*



AGREED MINUTE WITH RESPECT TO ARTICLE X OF THE  
AGREEMENT SIGNED THIS DAY CONCERNING  
UNITED STATES DEFENSE AREAS IN THE TURKS AND CAICOS ISLANDS

1. With respect to paragraph (2) of Article X, the United States delegation explained that in handling claims under this provision United States authorities would exercise the broad authority provided under United States laws relating to foreign claims and regulations issued thereunder. These laws provide for simple, administrative procedures for the settlement of claims against the United States overseas. Under these procedures any inhabitant of the Islands who believes he has a valid claim would, upon application to any United States authority, be referred to the appropriate United States Foreign Claims Commission which is authorised by law to settle foreign claims.
2. A Claims Commission's procedures in considering claims referred to it are expeditious and very informal, although a full record is developed in each case. A Claims Commission is not bound by judicial rules of evidence and may consider any material which is relevant to the claim. Claims must be presented to a Commission within two years from the time of the loss or injury.
3. Except where settlement is accepted in full satisfaction, a claimant is not precluded from pursuing such remedies as local law provides.
4. The United States delegation explained that in settling claims which are described in paragraph (1) of Article X as arising "... out of any other act, omission or occurrence for which the United States Forces are legally responsible", United States authorities would take into consideration local law and practice. An example would be a claim based upon an injury caused by a falling structure that was under the full control of the United States Forces.
5. It was understood that should the procedures provided for under Article X prove to be unsatisfactory, upon the request of the Government of the United Kingdom, in consultation with the Government of the Islands, a new claims article would be adopted which would be equivalent in substance to paragraph (5) of Article VIII of the NATO Status of Forces Agreement.<sup>[1]</sup>

*Michael Henderson*

*John C. Pembell*

Washington  
12 December 1979

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<sup>1</sup> Signed June 19, 1951. TIAS 2846; 4 UST 1806.

## AIDE-MEMOIRE

With reference to meetings held at the Department of State on June 27, 28 and 29, 1978 and subsequent correspondence pertaining to "additional benefits" and "works proposed" in conjunction with negotiations concerning US military facilities in the Turks and Caicos Islands, the Department requests that the British Embassy inform the Government of the United Kingdom and the Government of the Turks and Caicos Islands of the following:

(a) Land Reversion and Boundary Adjustment

The following land described below will revert to the Government of the Turks and Caicos:

- Lot GT 701 - 282.07 acres, more or less, known as "airfield." NOTE: USAF will retain and continue to operate and maintain within the airfield tract, a telemetry site, TACAN facility, a building to manifest USG passengers, and easements for power, water and communication lines.

- Lot GT 705 - 0.9 acres, more or less, at Booby Rock Point (Tiki Hut) NOTE: a sub-cable easement is required.

- Lot GT 712 - 26 acres, more or less, known as "North Creek Tracking Annex."

- Lot GT 713 - 0.9 acres, more or less, known as "Missile Destruct Annex."

(b) Conch Club Fence

The fence which restricts access to the beach area in front of the Club will be removed. However, in order to provide security for the Club, another fence approximately 1200 feet long will be erected generally parallel to the shore line along the vegetation line.

(c) Paving of Seven-Tenths Mile of Road

US Navy Seabees will pave the 0.7 mile of road between the prison and cemetery bypassing Cockburn Town. This work is scheduled to begin in December 1979, and to be completed within 3 months' time.

(d) Provision of Telecommunications Circuits

One voice circuit on the existing United States Air Force cable to Antigua will be provided at commercial rates to the Government of the Turks and Caicos. In addition, a voice circuit on the existing cable between Antigua and Cape Canaveral AFS Florida will be made available by the United States Air Force. These circuits will be subject to preemption for periods of approximately six hours twice a week.

(e) Permission to Survey on South Caicos

Permission is granted to the Government of the Turks and Caicos to conduct a road survey on the US Coast Guard's Loran Station, South Caicos.



(f) Jetty

The United States Government will make the jetty available whenever it is not in use by the United States Government or undergoing repairs. The United States Government undertakes to give the Government of Turks and Caicos reasonable notice of its anticipated use of the jetty.

Department of State,

Washington, December 12, 1979

**UNITED KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND**

**Turnover of Airfield at Grand Turk Auxiliary Air Base**

*Agreement effected by exchange of notes  
Signed at Washington December 12, 1979;  
Entered into force December 12, 1979.*

*The Secretary of State to the British Ambassador*

December 12, 1979

Excellency:

I have the honor to refer to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland (The Government of the United Kingdom) and the Government of the United States of America (The United States Government) signed today concerning United States Defence areas in the Turks and Caicos Islands<sup>[1]</sup> (The Agreement), and to the Exchange of Notes between the two governments of June 11, 1971,<sup>[2]</sup> concerning the use by civil aircraft of the airfield at the auxiliary air base on Grand Turk Island.

As a result of discussions between representatives of our two governments and the Government of the Turks and Caicos Islands (The Government of the Islands) the United States Government proposes that the following terms and conditions should govern the turnover of the airfield at Grand Turk Auxiliary Air Base to the Government of the Islands and its use by the United States Government during the life of the Agreement.

1. The airfield shall be turned over to the Government of the Islands with effect from the date of signature of the Agreement, and shall be thereafter operated and maintained by that government as a civil airfield.

2. The Government of the Islands shall be responsible for the operation and maintenance (O and M) of the airfield, including control tower operation, in accordance with International Civil Aviation Organization standards.

His Excellency

Sir Nicholas Henderson, G.C.M.G.,  
British Ambassador.

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<sup>1</sup> TIAS 9710; *ante*, p. 429.

<sup>2</sup> TIAS 7446; 23 UST 2583.



3. Until September 30, 1980, the United States Air Force (USAF), consistent with USAF operational requirements and existing resources at Grand Turk, shall:

a. Provide personnel to operate the control tower and for the other O and M of the airfield, and

b. Provide on-the-job training (OJT) in airfield operations to personnel of the Government of the Islands.

4. The Government of the United Kingdom or the Government of the Islands will be responsible for any formal training required by personnel of the Government of the Islands.

5. The USAF shall make available for the use of the Government of the Islands USAF communications and meteorological equipment at the airfield and shall continue to maintain it at its expense. Subject to paragraph 3 above, the Government of the Islands shall operate the equipment.

6. Any new equipment for the airfield shall be provided, operated and maintained by the Government of the Islands.

7. The USAF may retain and continue to operate and maintain within the airfield a TACAN facility, a building to manifest United States Government passengers, and easements for power, water and communication lines.

8. The USAF owned and operated firefighting equipment at its facilities on Grand Turk Island shall continue to be available without charge to the Government of the Islands for assistance in emergencies on the island.

9. The United States Government shall be assured use of the airfield at all times as required in support of its activities on Grand Turk Island, including, except in emergencies, priority use of the South parking ramp presently used by United States Government aircraft.

10. The Government of the Islands shall have the sole right to assess and collect landing fees for use of the airfield by civil aircraft.

11. The United States Government shall be exempt from all landing fees, parking fees on the South parking ramp, air navigation charges, and similar fees or charges.

12. The operation of the airfield shall be the sole responsibility of the Government of the Islands. The United States Government shall not be liable for any claims arising from such operation by the Government of the Islands, (except to the extent that loss or damage caused by the negligence or wilful acts or omissions of personnel provided by the United States Government under paragraph 3 above when operating the control tower, carrying out the other O and M of the airfield or QJT).

13. At such time as the United States Government no longer requires the use of defence areas on Grand Turk Island, and is in the process of removing its equipment and non-permanent construction or installation from the Island, it shall take into consideration any continuing requirements of the Government of the Islands for the equipment, non-permanent construction or installation referred to in paragraphs 5, 7 and 8 above, and shall endeavour, consistent with the requirements of United States legislation, to make such equipment available to the Government of the Islands on the most favourable terms possible.

14. Should the United States Government use of the airfield extend beyond December 31, 1983, the United States Government shall sympathetically consider a request from the Government of the Islands for assistance in obtaining funding for the resurfacing or other required repair of the runway.

15. The financial obligations contained herein are subject to the availability of appropriated funds.

If the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to propose that this note and Your Excellency's reply to that effect shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply and shall supersede the Agreement constituted by the Exchange of Notes between our two governments of



June 11, 1971, concerning the use by civil aircraft of the airfield at Grand Turk Auxiliary Air Base, and shall terminate when the United States Government no longer uses any defence areas on Grand Turk Island in accordance with the Agreement signed today.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

*John A. Bushnell*<sup>[1]</sup>

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<sup>1</sup> John A. Bushnell.

*The British Ambassador to the Deputy Assistant Secretary of State  
of Inter-American Affairs*

BRITISH EMBASSY  
WASHINGTON D.C.

12 December 1979

Sir,

I have the honour to acknowledge your Note of today's date, which reads as follows:

"Excellency:

I have the honor to refer to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland (The Government of the United Kingdom) and the Government of the United States of America (The United States Government) signed today concerning United States defense areas in the Turks and Caicos Islands (The Agreement), and to the Exchange of Notes between the two Governments of June 11, 1971, concerning the use by civil aircraft of the airfield at the auxiliary air base on Grand Turk Island.

As a result of discussions between representatives of our two governments and the Government of the Turks and Caicos Islands (The Government of the Islands) the United States Government proposes that the following terms and conditions should govern the turnover of the airfield at Grand Turk Auxiliary Air Base to the Government of the Islands and its use by the United States Government during the life of the Agreement.

1. The airfield shall be turned over to the Government of the Islands with effect from the date of signature of the Agreement, and shall be thereafter operated and maintained by that government as a civil airfield.
2. The Government of the Islands shall be responsible for the operation and maintenance (O and M) of the airfield, including control tower operation, in accordance with International Civil Aviation Organization Standards.

Mr John A Bushnell  
Department of State  
Washington D.C.

3. Until September 30, 1980, the United States Air Force (USAF), consistent with USAF operational requirements and existing resources at Grand Turk, shall:

- a. Provide personnel to operate the control tower and for the other O and M of the airfield, and
- b. Provide on-the-job training (OJT) in airfield operations to personnel of the Government of the Islands.

4. The Government of the United Kingdom or the Government of the Islands will be responsible for any formal training required by personnel of the Government of the Islands.

5. The USAF shall make available for the use of the Government of the Islands USAF communications and meteorological equipment at the airfield and shall continue to maintain it at its expense. Subject to paragraph 3 above, the Government of the Islands shall operate the equipment.

6. Any new equipment for the airfield shall be provided, operated and maintained by the Government of the Islands.

7. The USAF may retain and continue to operate and maintain within the airfield a Tacan facility, a building to manifest United States Government passengers, and easements for power, water and communication lines.

8. The USAF owned and operated firefighting equipment at its facilities on Grand Turks Island shall continue to be available without charge to the Government of the Islands for assistance in emergencies on the island.

9. The United States Government shall be assured use of the airfield at all times as required in support of its activities on Grand Turk Island, including, except in emergencies, priority use of the south parking ramp presently used by United States Government aircraft.

10. The Government of the Islands shall have the sole right to assess and collect landing fees for use of the airfield by civil aircraft.

11. The United States Government shall be exempt from all landing fees, parking fees on the south parking ramp, air navigation charges, and similar fees or charges.

12. The operation of the airfield shall be the sole responsibility of the Government of the Islands. The United States Government shall not be liable for any claims arising from such operation by the Government of the Islands, (except to the extent that loss or



damage caused by the negligence or wilful acts or omissions of personnel provided by the United States Government under paragraph 3 above when operating the control tower, carrying out the other O and M of the airfield or OJT).

13. At such time as the United States Government no longer requires the use of defense areas on Grand Turk Island, and is in the process of removing its equipment and non-permanent construction or installation from the Island, it shall take into consideration any continuing requirements of the Government of the Islands for the equipment, non-permanent construction or installation referred to in paragraphs 5, 7 and 8 above, and shall endeavour, consistent with the requirements of United States legislation, to make such equipment available to the Government of the Islands on the most favourable terms possible.

14. Should the United States Government use of the airfield extend beyond December 31, 1983, the United States Government shall sympathetically consider a request from the Government of the Islands for assistance in obtaining funding for the resurfacing or other required repair of the runway.

15. The financial obligations contained herein are subject to the availability of appropriated funds.

If the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to propose that this note and Your Excellency's reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply and shall supersede the Agreement constituted by the Exchange of Notes between our two Governments of June 11, 1971, concerning the use by civil aircraft of the airfield at Grand Turk Auxiliary Air Base, and shall terminate when the United States Government no longer uses any defense areas on Grand Turk Island in accordance with the Agreement signed today."

I have the honour to inform you that the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your Note together with the present reply, shall constitute an Agreement between the two Governments in this matter, which

shall enter into force on the date of the present reply.

I avail myself of this opportunity to renew to you the assurance of my highest consideration.

*Nicholas Henderson*<sup>[1]</sup>

---

<sup>1</sup> Nicholas Henderson.

## MACAO

### Trade in Textiles and Textile Products

*Agreement effected by exchange of letters*

*Signed at Hong Kong and Macao November 29 and December 18,  
1979;*

*Entered into force December 18, 1979;*

*Effective January 1, 1980.*



*The American Consul General to the Macao Secretary for Economic Affairs*



CONSULATE GENERAL OF THE  
UNITED STATES OF AMERICA  
Hong Kong

November 29, 1979

Dr. Jose Luis de Chagas  
Henriques de Jesus  
Secretario - Adjunto para Coordenacao  
Economica  
Economic Department  
Macao Government  
Macao

Dear Dr. Jesus:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles (hereinafter referred to as the Arrangement), done at Geneva on December 20, 1973,<sup>[1]</sup> and extended by protocol opened for signature at Geneva on December 15, 1977.<sup>[2]</sup>

I have also the honor to refer to discussions between representatives of the Government of Macau and the Government of the United States of America in Washington October 16 and October 17, 1979, concerning exports to the United States of America of cotton, wool and man-made fiber textiles and textile products from Macau. As a result of these discussions, and in conformity with Article 4 of the Arrangement, I have the honor to propose, on behalf of the Government of the United States of America, the following Agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between the United States of America and Macau:

1. The term of this Agreement will be the four year period from January 1, 1980 through December 31, 1983. Each "Agreement Year" shall be a calendar year, with the first Agreement Year commencing on January 1, 1980 and ending on December 31, 1980.

2. Textiles and textile products covered by this Agreement shall be classified in two groups, as follows:

<sup>1</sup> TIAS 7840; 25 UST 1001.

<sup>2</sup> Should read "December 14, 1977". TIAS 8939; 29 UST 2287.

<u>Group</u>	<u>Definition</u>
I	Yarns, fabrics, apparel, made-up goods and miscellaneous textile products of cotton and man-made fibers. (Categories 300-320, 330-359, 360-369, 600-627, 630-659, 665-669).
II	Wool textiles and textile products. (Categories 400-469).

The determination of whether a textile or textile product is of cotton, wool, or man-made fiber shall be made in accordance with the terms of paragraph 9. The Categories referred to in the above definitions of groups are those summarized in Annex A.

3. (a) The system of Categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this Agreement except as set out in subparagraph 3 (b).

(b) For purposes of this Agreement, and in recognition of the patterns of trade of Macau with the United States of America, the groups of Categories below are merged and treated as single Categories and Subcategory as indicated, with Specific Limits for Categories and a Sublimit for the Subcategory as set out in Annex B.

<u>Categories Merged</u>	<u>Designation in Agreement</u>	<u>Subcategory</u>
333,334,335	333/334/335	333/335
347,348	347/348	None
445,446	445/446	None
633,634,635	633/634/635	None
638,639	638/639	None
645,646	645/646	None
647,648	647/648	None

For purposes of computing charges to Aggregate, Group and Specific Limits and the Sublimit for the Categories and the Subcategory cited above, rates of conversion for individual Categories set out in Annex A shall be applied.

4. Commencing with the first Agreement Year, and during the subsequent term of this Agreement, the Government of Macau shall limit annual exports from

Macau to the United States of America of cotton, wool, and man-made fiber textiles and textile products to the Aggregate, Group and Specific Limits and Sublimit set out in Annex B, as such Limits may be adjusted in accordance with paragraphs 6, 7, and 8. The limits set out in Annex B do not include any adjustments permitted under paragraphs 6, 7, or 8.

5. (a) Categories not subject to Specific Limits are subject to Consultation Levels and to the Aggregate and applicable Group Limits. Except as specified in Annex C, Consultation Levels for each Agreement Year for Categories not subject to a Specific Limit shall be 1,000,000 square yards, equivalent for non-apparel categories 300-320, 360-369, 600-627, 665-669; 700,000 square yards equivalent for categories 330-359, 630-659; and 100,000 square yards equivalent for Categories in Group II.

(b) In the event the Government of Macau wishes to permit exports to the United States in any category in excess of the applicable consultation level during any agreement year, the Government of Macau shall request consultations with the Government of the United States of America on this question and the Government of the United States of America shall enter into such consultations. Until agreement on a different level of exports is reached, the Government of Macau shall limit exports to the United States in the category in question to the applicable Consultation Level.

6. During any Agreement Year, and within the Aggregate Limit for such Agreement Year, the Group Limits set out in Annex B applicable to such Agreement Year may be exceeded by not more than 7 percent in the case of Group I and by not more than 3 percent in the case of Group II. Adjustments made pursuant to this paragraph are in addition to those pursuant to paragraph 8.

7. During any Agreement Year, and within the Aggregate and applicable Group Limits for such Agreement Year, as they may be adjusted pursuant to paragraphs 6 and 8, any Specific Limit or Sublimit set out in Annex B may be exceeded by not more than:

7 percent if included in Group I, and  
5 percent if included in Group II.



8. (a) In any Agreement Year, in addition to any adjustment pursuant to paragraphs 6 and 7, exports may exceed by a maximum of 11 percent the Aggregate Limit and any Group or Specific Limit or Sublimit by allocating to such Limit for that Agreement Year an unused portion of the corresponding Limit for the previous Agreement Year ("Carryover") or a portion of the corresponding Limit for the succeeding Agreement Year ("Carry Forward") subject to the following conditions:

(i) Carryover may be utilized as available up to 11 percent of the receiving Agreement Year's applicable Limits;

(ii) The combination of Carryover and Carry Forward shall not exceed 11 percent of the receiving Agreement Year's applicable Limit in any Agreement Year;

(iii) Carry Forward may be utilized up to 6 percent of the receiving Agreement Year's applicable Limit and shall be charged against the immediately following Agreement Year's corresponding Limits;

(iv) Carryover of Shortfall (as defined in Sub-paragraph 8 (b)) shall not be applied to any Specific Limits until the Government of Macau and the United States of America have agreed upon the amounts involved.

(b) For purposes of this Agreement, a Shortfall occurs when exports of textiles or textile products of Macau to the United States of America during any Agreement Year are below the Aggregate Limit and any applicable Group Limit, Specific Limit or Sublimit. In the Agreement Year following the Shortfall, such exports from Macau to the United States of America may be permitted to exceed the Aggregate, Group, and Specific Limits and Sublimit, subject to conditions of Subparagraph 8 (a), by Carryover of Shortfalls in the following manner:

(i) The Carryover shall not exceed the amount of Shortfall in either the Aggregate Limit or any applicable Group or Specific Limit or Sublimit;

(ii) In the case of Shortfall in a Category or Subcategory subject to a Specific Limit or Sublimit, the Shortfall shall be used in the Category or Subcategory in which the Shortfall occurred; and

(iii) In the case of Shortfalls not attributable to Categories subject to Specific Limits, or the Sublimit the Carryover shall be used in the same Group in which the Shortfall occurred.

(c) The Limits referred to in Subparagraphs 8 (a) and (b) are without any adjustment under this paragraph or paragraphs 6 or 7.

(d) The total adjustment under this paragraph shall be in addition to adjustments to the Limits permitted by paragraphs 6 and 7.

9. (a) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products, all being products which derive their chief characteristics from their textile components, of cotton, wool, or man-made fibers, or blends thereof, in which any or all of those fibers represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to this Agreement.

(b) For the purposes of this Agreement, textile products shall be classified as cotton, wool, or man-made fiber textiles if wholly or in chief value of any of these fibers. Any products covered by Subparagraph 9 (a) but not in chief value of cotton, wool or man-made fiber shall be classified as:

(i) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component;

(ii) Wool textiles if not cotton, and wool equals or exceeds 17 percent by weight of all component fibers; and

(iii) Man-made fiber textiles if neither of the foregoing applies.

10. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

11. (a) The Government of the United States of America shall promptly supply the Government of Macau

with data on monthly imports of cotton, man-made fiber and wool textiles and textile products into the United States of America from Macau.

(b) The Government of Macau shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles and textile products from Macau to the United States of America.

(c) Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement requested by the other Government.

12. The Government of Macau shall use its best efforts to space exports from Macau to the United States of America within each Category or Subcategory evenly throughout each agreement year, taking into consideration normal seasonal factors. Exports from Macau in excess of agreed levels, if allowed entry into the United States will be charged to the applicable levels for the Agreement Year following the year of export.

13. If the Government of Macau considers that, as a result of limitations specified in this Agreement it is being placed in an inequitable position in relation to a third country, the Government of Macau may request consultations with the Government of the United States of America with a view of taking appropriate remedial action such as reasonable modification of this Agreement.

14. For the duration of this Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, wool and man-made fiber textiles and textile products from Macau to the United States. Each Government reserves its rights under the Arrangement with respect to textiles and textile products not subject to this Agreement.

15. The Government of Macau shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of Macau in implementing the limitation provisions of this Agreement by controlling imports of textiles and textile products covered by this Agreement.

16. The visa system established by letters dated June 23 and July 5, 1973 between the Government of the United States of America and the Government of Macau will remain in force subject to paragraph 10.



17. The Government of the United States of America and the Government of Macau agree to consult upon the request of either Government, on any question arising in the implementation of this Agreement.

18. The Government of the United States of America and the Government of Macau may at any time propose revisions in the terms of this Agreement. Each Government agrees to consult promptly with the other Government about such proposals with a view to making revisions to this Agreement, or to taking other such appropriate action as may be mutually agreed upon.

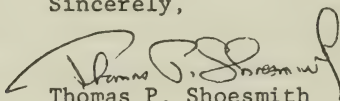
19. Either Government may terminate this Agreement effective at the end of an Agreement Year, by written notice to the other Government, to be given at least 90 days prior to the end of such Agreement Year.

If the foregoing conforms with the understanding of the Government of Macau this note and your note of confirmation on behalf of the Government of Macau shall constitute an Agreement between our two Governments.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

Sincerely,



Thomas P. Shoesmith  
Consul General

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
<u>YARN</u>			
--Cotton			
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
--Wool			
400	Tops and Yarn	2.0	Lb.
--Man-Made Fiber			
600	Textured	3.5	Lb.
601	Cont. cellulosic	5.2	Lb.
602	Cont. noncellulosic	11.6	Lb.
603	Spun cellulosic	3.4	Lb.
604	Spun noncellulosic	4.1	Lb.
605	Other yarns	3.5	Lb.
<u>FABRIC</u>			
--Cotton			
310	Ginghams	1.0	SYD
311	Velveteens	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
315	Printcloths	1.0	SYD
316	Shirtings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD

320	Other fabrics, n.k.	1.0	SYD
--Wool			
410	Woolen and worsted	1.0	SYD
411	Tapestries and upholstery	1.0	SYD
425	Knit	2.0	Lb.
429	Other Fabrics	1.0	SYD
--Man-Made fiber			
610	Cont. cellulosic, n.k.	1.0	SYD
611	Spun cellulosic, n.k.	1.0	SYD
612	Cont. noncellulosic, n.k.	1.0	SYD
613	Spun Noncellulosic, n.k.	1.0	SYD
614	Other fabrics, n.k.	1.0	SYD
625	Knit	7.8	Lb.
626	Pile and tufted	1.0	SYD
627	Specialty	7.8	Lb.

APPAREL

## --Cotton

330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	DPR
332	Hosiery	4.6	DPR
333	Suit-type coats, M and B	36.2	Dz.
334	Other coats, M and B	41.3	Dz.
335	Coats, W, G and I	41.3	Dz.
336	Dresses (incl. uniforms)	45.3	Dz.
337	Playsuits, sunsuits, washsuits, creepers	25.0	Dz.



338	Knit shirts, (inc. T-shirts, other and sweatshirts) M and B	7.2	Dz.
339	Knit shirts and blouses (incl. T-Shirts, other and sweatshirts) W, G and I	7.2	Dz.
340	Shirts, n.k.	24.0	Dz.
341	Blouses, n.k.	14.5	Dz.
342	Skirts	17.8	Dz.
345	Sweaters	36.8	Dz.
347	Trousers, slacks, and shorts (outer) M and B	17.8	Dz.
348	Trousers, slacks and shorts (outer) W, G and I	17.8	Dz.
349	Brassieres, etc.	4.8	Dz.
350	Dressing gowns, incl. bathrobes, and beach robes, lounging gowns, house coats, and dusters	51.0	Dz.
351	Pajamas and other nightwear	52.0	Dz.
352	Underwear (incl. union suits)	11.0	Dz.
359	Other apparel	4.6	Lbs.
--Wool			
431	Gloves	2.1	DPR
432	Hosiery	2.8	DPR
433	Suit-type coats, M and B	36.0	Dz.
434	Other coats, M and B	54.0	Dz.
435	Coats, W, G and I	54.0	Dz.

436	Dresses	49.2	Dz.
438	Knit shirts and blouses, n.k.	15.0	Dz.
440	Shirts and blouses, n.k.	24.0	Dz.
442	Skirts	18.0	Dz.
443	Suits, M and B	54.0	Dz.
444	Suits, W, G and I	54.0	Dz.
445	Sweaters, M and B	14.88	Dz.
446	Sweaters, W, G and I	14.88	Dz.
447	Trousers, slacks and shorts (outer) M and B	18.0	Dz.
448	Trousers, slacks and shorts (outer) W, G and I	18.0	Dz.
459	Other wool apparel	2.0	Lb.
--Man-made fiber			
630	Handkerchiefs	1.7	Dz.
631	Gloves	3.5	DPR
632	Hosiery	4.6	DPR
633	Suit-type coats, M and B	36.2	Dz.
634	Other coats, M and B	41.3	Dz.
635	Coats, W, G and I	41.3	Dz.
636	Dresses	45.3	Dz.
637	Playsuits, sunsuits, washsuits, etc.	21.3	Dz.
638	Knit shirts, (incl. T-shirts), M and B	18.0	Dz.
639	Knit shirts and blouses (incl. T-Shirts), W, G and I	15.0	Dz.

640	Shirts, n.k.	24.0	Dz.
641	Blouses, n.k.	14.5	Dz.
642	Skirts	17.3	Dz.
643	Suits, M and B	54.0	Dz.
644	Suits, W, G and I	54.0	Dz.
645	Sweaters, M and B	36.8	Dz.
646	Sweaters, W, G and I	36.8	Dz.
647	Trousers, slacks, and shorts (outer), M and B	17.8	Dz.
648	Trousers, slacks and shorts (outer), W, G and I	17.8	Dz.
649	Brassieres, Etc.	4.8	Dz.
650	Dressing gowns, incl. bath and beach robes	51.0	Dz.
651	Pajamas and other nightwear	52.0	Dz.
652	Underwear	16.0	Dz.
659	Other apparel	7.8	Lb.

MADE-UPS AND MISC.

## --Cotton

360	Pillowcases	13.2	Dz.
361	Sheets	74.4	Dz.
362	Bedspreads and quilts	82.8	Dz.
363	Terry and other pile towels	6.0	Dz.
369	Other Cotton manufactures	4.6	Lb.

## --Wool

464	Blankets and auto robes	1.3	Lb.
-----	-------------------------	-----	-----



465	Floor covering	0.1	SFT
469	Other wool manu- factures	2.0	Lb.
--Man-made fiber			
665	Floor coverings	0.1	SFT
666	Other furnishings	7.8	Lb.
669	Other man-made manufactures	7.8	Lb.

ANNEX B  
AGGREGATE, GROUP, SPECIFIC LIMITS AND SUB-LIMITS

<u>Category</u>	<u>Description</u>	<u>Units</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
<u>Aggregate</u>						
		SYE	43,100,000	45,793,750	48,655,859	51,696,850
<u>Group I -</u>						
	Cotton & Man-made fiber	SYE	41,600,000	44,200,000	46,962,500	49,897,656
333/4/5	Coats	Doz.	87,467	92,934	98,742	104,913
(333/335)			(45,000)	(47,813)	(50,801)	(53,976)
338	Knit shirts	Doz.	114,755	121,927	129,548	137,644
339	Knit shirts and blouses	Doz.	488,254	518,770	551,193	585,643
340	Woven shirts	Doz.	110,000	116,875	124,180	131,941
341	Woven blouses	Doz.	70,948	75,382	80,094	85,099
347/8	Trousers	Doz.	262,000	278,375	295,773	314,259
633/4/5	Coats	Doz.	183,458	194,924	207,107	220,051
638/9	Knit shirts and blouses	SYE	11,784,230	12,520,744	13,303,291	14,134,747
640	Woven shirts	Doz.	39,844	42,334	44,980	47,791
641	Woven blouses	Doz.	65,948	70,070	74,449	79,102
645/6	Sweaters	Doz.	99,217	105,418	112,007	119,007
647/8	Trousers	Doz.	200,152	212,662	225,953	240,075
<u>Group II -</u>						
	Wool	SYE	1,500,988	1,515,998	1,531,158	1,546,469
445/6	Sweaters	Doz.	67,914	68,593	69,279	69,972

ANNEX CDesignated Consultation Levels

<u>Category</u>	<u>Description</u>	<u>Units</u>	<u>Level</u>
652	Underwear	Doz.	149,583
659	Other apparel	Lbs.	203,724



*The Macao Governor to the American Consul General*

RESIDÊNCIA DO GOVERNO  
MACAU

Gabinete do Governador

Nº 941 / 1409

2a. Via

Mr. Thomas P. Shoesmith  
Consul General  
Consulate General of the  
United States of America  
HONG KONG

I have the honour to refer to your letter of November 29, 1979, regarding to discussions between representatives of the Government of Macau and the Government of the United States of America, held in Washington on October 16 and 17, 1979, concerning exports to the United States of America of Cotton, wool and man-made fiber textiles and textiles products from Macau.

This letter will constitute as a note of confirmation on behalf of Macau and with your note shall constitute an Agreement between our two Governments.

Accept, Sir, the renewal of my highest consideration.

Macau, 18 december of 1979.

O GOVERNADOR,

Nuno Viriato Tavares de Melo Egídio  
General

## COLOMBIA

### Trade in Textiles and Textile Products

*Agreement amending the agreement of August 3, 1978, as amended.*

*Effected by exchange of letters*

*Signed at Bogotá January 2 and 31, 1980;*

*Entered into force January 31, 1980.*

*The American Economic/Commercial Counselor to the Colombian  
Exports Sub-Director, Instituto Colombiano de Comercio Exterior  
(INCOMEX)*

EMBASSY OF THE  
UNITED STATES OF AMERICA

BOGOTÁ, COLOMBIA  
January 2, 1980

DR. HERNANDO ARCINIEGAS SERNA  
*Sub-Director de Exportaciones  
INCOMEX  
Calle 28 No. 13A-15  
Bogotá, D.E.*

DEAR DOCTOR ARCINIEGAS:

I refer to the agreement between the United States of America and the Republic of Colombia relating to trade in cotton, wool, and man-made fiber textiles, effected by exchange of notes August 3, 1978, as amended [<sup>1</sup>] (the Agreement) and to your letter No. 4936 of September 7, 1979, [<sup>2</sup>] requesting inter alia an increase in the consultation level for category 312, corduroy.

I am pleased to inform you that my Government agrees with this request. I therefore propose that the agreement be amended to raise the consultation level of category 312, during the 1979-1980 agreement year, to 2,500,000 square yards equivalent.

If this proposal is acceptable to the Government of Colombia, this letter and your letter of confirmation will constitute an amendment to the agreement.

Sincerely,  
GEORGE H. THIGPEN  
George H. Thigpen  
*Economic/Commercial Counselor*

<sup>1</sup> TIAS 9515, 9645; 30 UST 6191; 31 UST 4832.

<sup>2</sup> Not printed.

*The Colombian Exports Sub-Director, Instituto Colombiano de Comercio Exterior (INCOMEX), to the American Economic/Commercial Counselor*



**INCOMEX**

Bogotá, D. E., 31 ENE. 1980

E. # 0879

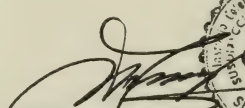
Señor  
GOERGE H. THIGPEN  
Consejero para Asuntos  
Económicos y Comerciales  
Embajada Estados Unidos  
Ciudad.


Estimado señor Thigpen:

Con relación a su carta del pasado 2 de enero, me permito manifestarle que el Gobierno de Colombia acepta y agradece se haya tenido en cuenta la solicitud de elevar el nivel de consulta por la Categoría 312 en 2.500.000 yardas cuadradas, durante el año 1979-1980 del Acuerdo Textil suscrito por los dos países.

Por tanto esta nota y la suya se constituyen en una enmienda al Acuerdo.

Atentamente,

  
HERNANDO ARCINIEGAS  
Subdirector Exportaciones





## TRANSLATION

INCOMEX  
Calle 28 No 13A-15  
Bogota, D.E., Colombia

Bogota, D.E., January 31, 1980  
E#0879

Mr. George H. Thigpen  
Counselor for Economic  
and Commercial Affairs  
Embassy of the United States  
Bogota, D.E.

Dear Mr. Thigpen:

With regard to your letter of January 2, 1980, I wish to inform you that the Government of Colombia concurs, and appreciates the consideration given to the request to raise the consultation level of category 312 to 2,500,000 square yards during the 1979-1980 agreement year of the textile agreement signed by our two countries.

This letter and your letter therefore constitute an amendment to the agreement.

Sincerely,

H Arciniegas S

Hernando Arciniegas S.  
Assistant Director for Exports

[SEAL]

TIAS 9713

## HONG KONG

### Trade in Textiles and Textile Products

*Agreement amending the agreement of August 8, 1977, as amended.*

*Effected by exchange of letters*

*Signed at Hong Kong January 28 and February 6, 1980;*

*Entered into force February 6, 1980;*

*Effective January 1, 1980.*

*The American Consul General to the Hong Kong Director of Trade  
Industry and Customs*



CONSULATE GENERAL OF THE  
UNITED STATES OF AMERICA  
HONG KONG

January 28, 1980

Mr. William Dorward, O.B.E., J.P.  
Director of Trade, Industry & Customs  
Trade Industry & Customs Dept.  
15/F, Ocean Centre  
Canton Road  
Kowloon

Dear Sir:

I have the honor to refer to the Agreement concerning trade in cotton, wool and man-made fibre textiles and textile products between the Government of Hong Kong and the Government of The United States with annexes, dated August 8, 1977<sup>[1]</sup> (hereinafter called "The Agreement"). I have the honor to refer further to consultations between the two governments which have taken place in Manila (July 1979), Hong Kong (October 1979), Geneva (October/November 1979), London (December 1979) and in Washington (January 1980).

As a result of the above mentioned consultations, I propose on behalf of the Government of The United States of America that the Agreement be amended as follows:

(1) As of January 1, 1980, the textile products in the following categories shall no longer be subject to the specified limits set out in Annex A to the Agreement, and shall become subject to paragraph 9 of the Agreement, as amended hereby.

Products in Categories

350  
351  
649

<sup>1</sup> TIAS 8936, 9291, 9611; 29 UST 2184; 30 UST 1810; 31 UST 294.

(2) In respect of 1980 Agreement year only, Hong Kong undertakes as follows:

- (a) To limit utilization of swing to not more than 5 percent in respect of the following categories:

331  
333/4/5  
338/9  
338/9(1)  
340  
341  
347/8  
638/9  
640  
641

- (b) Not to utilize carryover and carryforward in respect of each of the categories mentioned in paragraph 2(a) above.

Neither sub-paragraphs (a) and (b) hereof shall affect the flexibility provisions for Group II, as provided for in the Agreement signed on August 8, 1977.

(3) Export Authorization System

Effective from January 1, 1980, until termination of the Agreement on December 31, 1982, paragraph 9 of the Agreement is replaced by the following:

"9. In view of the well established and effective Hong Kong system of export authorization and licensing, and the desire of both governments to eliminate real risks of market disruption, the following procedures shall apply to each category not subject to a specified limit:

- (a) The Government of Hong Kong shall provide reports on export authorizations (EAs) issued for exports to the United States of such categories as frequently and in such detail as may be requested.
- (b) The Government of The United States may request consultations with a view to agreement on an appropriate level of restraint for any category not given a specified limit for any agreement year whenever, in the view of the Government of The United



States, conditions in its market are such that a limitation on further trade in any such category is necessary in order to eliminate a real risk of market disruption.

- (c) The request for such consultations shall be supported as soon as possible, and in any case within 21 days of the date of the request, by a statement of market conditions in the United States which in the opinion of the Government of The United States make necessary the request for consultations. The statement shall include data similar to that contemplated in paragraphs 1 and 2 of Annex A of the arrangement.
- (d) Upon receipt of a request for such consultations, the Government of Hong Kong, as requested by the Government of the United States, shall cease or otherwise limit further issuance of EAs for a period of seven (7) U.S. working days. The Government of The United States may request Hong Kong to extend the period of seven (7) U.S. working days mentioned above and may also request Hong Kong to limit the issuance of EAs to a level different from that specified in paragraph 9 (e) (I) and (II) below, whichever is applicable. The Government of Hong Kong shall consider any such request sympathetically and shall respond promptly. Unless agreed otherwise, the Government of Hong Kong shall have the right, following the expiry of the period of seven (7) U.S. working days mentioned above, to resume the issuance of EAs up to the level specified in paragraph 9(e) (I) or (II) below, whichever is applicable. EAs thus issued, as well as EAs issued prior to receipt of the request for consultations, may be honored by the issuance of export licences by the Government of Hong Kong.

The two governments, unless otherwise agreed, shall consult as soon as possible within 30 days of the request for such consultations and shall make their best efforts to complete such consultations within 30 days of the commencement.

- (e) (I) In the event that consultations do not result in agreement, the Government of The United States shall have the right to request the Government of Hong Kong to limit exports of the relevant products during the Agreement year in which the request for consultations is made to a level not less than the highest of:

(a) The level of the trade in the relevant product or category for the immediate preceding agreement year plus either 20 percent of that level (in the case of cotton and man-made fibre products) or 6 percent of that level (in the case of wool products),

(b) The average of the level of trade in the relevant product or category for all previous Agreement years since January 1, 1978, plus either 20 percent of that level (in the case of cotton and man-made fibre products), or 6 percent of that level (in the case of wool products), or

(c) The limit requested by the Government of The United States for the cessation of issuance of EAs in accordance with paragraph 9(d) hereof.

- (II) Except as provided for in paragraph (IV) below in respect of any product or category where a limit has been established for a single Agreement year and where, in the immediately subsequent Agreement year the Government of The United States makes another request for consultations under paragraph 9(b) of this Agreement, and, in the event that such consultations do not result in agreement, the Government of The United States shall have the right to request the Government of Hong Kong to limit exports of the relevant products during the Agreement year in which the request for consultations is made, to a level not less than the higher of:

(a) The limit established for the immediately preceding year plus either 8 percent of that limit (in the case of cotton and man-made fibre products) or 3 percent of that limit (in the case of wool products).

- (b) The limit requested by the Government of The United States for the cessation of issuance of EAs in accordance with paragraph 9(d) hereof.
- (III) Where the Government of The United States makes a request under paragraph (e) (I) and (II) hereof, the Government of Hong Kong agrees that it will honor such a request.
- (IV) In respect of any product or category for which a limit is established in any one Agreement year, either Government may, prior to the start of the immediately following Agreement year, elect to convert that limit into a specified limit effective as such, from January 1st of the immediately following Agreement year, and that product or category shall remain subject to a specified limit for the duration of this Agreement. Where such a conversion is made, the specified limit so created shall, from the date of effectiveness, be accorded growth at 4.5 percent (in respect of cotton and man-made fibre products) or 1 percent (in respect of wool products). The specified limit so created shall, in the year of effectiveness be accorded flexibility pursuant to paragraph 6 of the Agreement, and in subsequent years the flexibility provisions as set out in paragraph 6 and 7 of the Agreement shall apply.
- (V) Should two requests in respect of the same product or category be made under paragraph 9(b) hereof during the term of this Agreement but in different Agreement years, not being consecutive years, the provisions of paragraph 9(e) (I) shall apply to the second of the two requests.
- (VI) The two governments agree that the provisions of paragraph 9 hereof shall not derogate from the rights of the two governments under paragraph 24 of this Agreement.
- (VII) For the purpose of paragraph 9 hereof, the phrase "level of trade" shall mean the level of trade established by consultations to be held concurrently

with the consultations envisaged under paragraph 7(a) hereof, or, where such consultations have not been completed, the level of trade by date of export.

- (f) In the implementation of this provision, the Government of Hong Kong shall advise the Government of The United States, immediately upon receipt, of any application for EAs in exceptionally large amounts or of any unusual concentration of applications for EAs in a particular category.
- (g) The two governments shall consult as early as possible, with regard to problems that may arise if this paragraph is invoked near the end of an Agreement year, to consider the possibilities of avoiding undue hardship to the trade."
- (4) The Government of The United States agrees that the provisions of paragraph 9(e) (IV) hereof shall operate to include categories in respect of which requests were made by the United States in 1979, namely:

337  
342  
345  
635  
648  
438  
442  
444  
447  
448

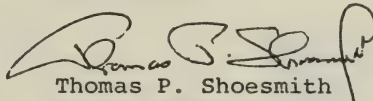
- (5) The Government of The United States acknowledges that there is no need to invoke paragraph 26 of the Agreement earlier than the end of 1980.

If the foregoing arrangement is acceptable to the Government of Hong Kong, this letter and your letter of acceptance shall constitute an amendment to the Agreement.



Accept, Sir, the renewal of my highest consideration.

Sincerely,



Thomas P. Shoesmith  
Consul General

*The Hong Kong Director of Trade Industry and Customs to the  
American Consul General*



Trade  
Industry  
and  
Customs  
Department 工商署

Director of Trade Industry and Customs

6 February 1980

Sir,

I refer to your letter dated 28th January 1980 regarding an amendment to the Agreement concerning trade in cotton, wool and man-made fibre textiles and textile products between the Government of the United States of America and the Government of Hong Kong, of 8th August 1977, with annexes, as amended. I wish to confirm that this letter and your letter constitute an amendment to the Agreement.

Accept, sir, the renewed assurances of my highest consideration.

A handwritten signature in dark ink, appearing to be 'W. Dorward'.

(W. Dorward)

Mr. Thomas P. Shoesmith,  
Consul General,  
Consulate General of the United  
States of America,  
26 Garden Road,  
Hong Kong.

Trade Industry and Customs Department, Ocean Centre, Kowloon, Hong Kong.

## HAITI

### Trade in Textiles and Textile Products

*Agreement amending the agreement of August 17, 1979.*

*Effected by exchange of notes*

*Signed at Port-au-Prince January 28 and March 3, 1980;*

*Entered into force March 3, 1980.*

---

*The American Ambassador to the Haitian Secretary of State for  
Foreign Affairs*

No. 18

PORT-AU-PRINCE, January 28, 1980

EXCELLENCY :

I refer to the agreement between the United States of America and the Republic of Haiti relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes August 17, 1979 [<sup>1</sup>] in Port-au-Prince (the agreement) and to discussions between representatives of the Government of the United States of America and representatives of the Government of the Republic of Haiti held in Washington January 15 through 21, 1980.

Pursuant to the above discussions, I propose that the agreement be amended as follows:

1) Annex B of the agreement shall be amended to delete the specific limit on Category 649 and to replace it by a specific limit of 1,168,819 dozen (5,610,331 square yards equivalent) on merged Category 349/649.

2) The first sentence of Paragraph 4 shall be deleted and replaced by the following two sentences: "For the second and third agreement years each specific limit, except the specific limit for merged Category 349/649, shall be increased by seven percent annually. The specific limit for merged Category 349/649 shall be the same in the second and third agreement years as it is in the first agreement year."

---

<sup>1</sup> TIAS 9595; UST 7463.

If the foregoing proposal is acceptable to the Government of Haiti, this note and your note of confirmation will constitute an amendment to the agreement, effective on the date of your confirmation.

Accept, Mr. Secretary of State, the assurances of my highest consideration.

WILLIAM B. JONES

William B. Jones  
*Ambassador*

His Excellency

GEORGES SALOMON,

*Secretary of State for Foreign Affairs*  
*Port-au-Prince*



*The Haitian Secretary of State for Foreign Affairs to the American Ambassador*

*Département  
des  
Affaires Etrangères*

*EC/ 868*

*République d'Haiti*

Port-au-Prince, le 3 Mars 1980

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de votre lettre du 18 Janvier 1980 qui se lit comme suit:

"Me référant à l'Accord entre les Etats-Unis d'Amérique et la République d'Haiti relatif au Commerce du coton, de la laine et des articles synthétiques et les produits textiles, et les annexes, effectif par échange de notes du 17 Août 1979 à Port-au-Prince et des pourparlers tenus entre les représentants du Gouvernement des Etats-Unis d'Amérique et ceux du Gouvernement de la République d'Haiti à Washington du 15 au 21 Janvier 1980.

Faisant suite à ces pourparlers, je propose que l'Accord soit amendé comme suit:

1) L'Annexe B de l'Accord sera amendé en annulant la limite spécifique de la catégorie 649 et en la remplaçant par la limite spécifique de 1.168.819 douzaines de (5.610.331 yards carrés) de la catégorie combinée 349/649.

2) La première phrase du paragraphe (4) sera annulée et remplacée par les deux phrases suivantes " Pour la deuxième et la troisième année de l'Accord, chaque limite spécifique, à l'exception de la limite spécifique pour la catégorie combinée 349/649 sera augmentée jusqu'à concurrence de 7% annuellement.

La limite spécifique pour la catégorie combinée 349/649 sera la même pour la deuxième et la troisième année de l'Accord comme elle a été pour la première année de l'Accord"

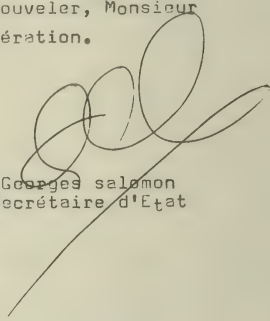
Son Excellence  
Monsieur William B. Jones  
Ambassadeur des Etats-Unis d'Amérique

Si cette proposition rencontre l'adhésion du Gouvernement de la République d'Haiti, cette note et votre note de confirmation constitueront un amendement de l'Accord, effectif à la date de votre confirmation".

Il m'est agréable de vous faire savoir que le Gouvernement haïtien approuve les propositions sus-mentionnées.

La note de l'Ambassade des Etats-Unis et la note de réponse de la Chancellerie exprimant l'acceptation du Gouvernement haïtien constituent donc un amendement à l'Accord entre les deux Gouvernements sur ce sujet.

Je saisis cette occasion pour vous renouveler, Monsieur l'Ambassadeur, les assurances de ma haute considération.



Georges salomon  
Secrétaire d'Etat

## TRANSLATION

Republic of Haiti  
Department of Foreign Affairs

No. EC/868

Port-au-Prince, March 3, 1980

Mr. Ambassador:

I have the honor to acknowledge receipt of your letter of January 18, 1980,<sup>[1]</sup> which reads as follows:

[for the English language text, see pp. 495-496]

I am pleased to inform you that the Haitian Government approves the aforementioned proposals.

The note from the United States Embassy and the note in reply from the Foreign Ministry expressing the acceptance of the Haitian Government therefore constitute an amendment to the Agreement between our two Governments on this subject.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my high consideration.

G Salomon  
Georges Salomon  
Secretary of State

His Excellency  
William B. Jones,  
Ambassador of the  
United States of America.

---

<sup>1</sup> Should read "January 28, 1980".

**DOMINICAN REPUBLIC**

**Trade in Textiles and Textile Products**

*Agreement amending the agreement of August 7 and 8, 1974*

*Effected by exchange of notes*

*Signed at Washington March 5 and 7, 1980;*

*Entered into force March 7, 1980.*



*The Secretary of State to the Dominican Ambassador*

DEPARTMENT OF STATE  
WASHINGTON

March 5, 1980

Excellency:

I have the honor to refer to the Agreement between the United States of America and the Dominican Republic relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes August 7, 1979 [<sup>1</sup>] ("the Agreement"), and to discussions held in Washington February 25-29, 1980.

I have also the honor to propose that Annex B of the Agreement be amended to delete the Specific Limits for Category 351 and to replace them by the following Specific Limits for Category 351:

(First Agreement Year)

247,000 dozen  
12,844,000 square yards equivalent

(Second Agreement Year)

302,960 dozen  
15,753,920 square yards equivalent

His Excellency

Enriquillo A. Del Rosario C.,

Ambassador of the Dominican Republic.

---

<sup>1</sup> Should read "August 7 and 8, 1979". TIAS 9454; 30 UST 4185.

## (Third Agreement Year)

324,167 dozen  
16,856,684 square yards equivalent

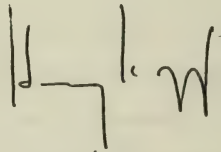
## (Fourth Agreement Year)

346,858 dozen  
18,036,616 square yards equivalent

If the foregoing conforms with the understanding of the Government of the Dominican Republic, this note and Your Excellency's note of confirmation on behalf of the Government of the Dominican Republic shall constitute an amendment to the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

 [1]

---

<sup>1</sup> Harry Kopp.

*The Dominican Ambassador to the Secretary of State*

EMBAJADA DE LA REPUBLICA DOMINICANA  
WASHINGTON

March 7, 1980

0 89

Excellency:

I have the honour to refer to the Agreement between the United States of America and the Dominican Republic relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes of August 7, 1979 ("the Agreement"), and to discussions held in Washington, February 25-29, 1980.

I have also the honour to accept on behalf of the Government of the Dominican Republic the proposal contained in your note of March 5, 1980, proposing that Annex B of the Agreement be amended to delete the Specific Limits for Category 351 and to replace them by the following Specific Limits for Category 351:

(First Agreement Year)

247,000 dozen  
12,844,000 square yards equivalent

(Second Agreement Year)

302,960 dozen  
15,753,920 square yards equivalent

His Excellency

Cyrus R. Vance

Secretary of State

TIAS 9716

## WASHINGTON

(Third Agreement Year)

324,167 dozen  
16,856,684 square yards equivalent

(Fourth Agreement Year)

346,858 dozen  
18,036,616 square yards equivalent

Accept, Excellency, the renewed assurances of  
my highest consideration.

A handwritten signature in dark ink, consisting of a large, stylized 'E' followed by a series of loops and a final flourish.

Enriqueillo A. del Rosario C.  
Ambassador



## THAILAND

### Trade in Textiles and Textile Products

*Agreement amending the agreement of October 4, 1978,  
as amended.*

*Effected by exchange of letters*

*Signed at Washington and New York March 21 and 27,  
1980;*

*Entered into force March 27, 1980.*

*The Chief of the Textiles Division, Department of State, to the Thai  
Commercial Counselor*

MARCH 21, 1980

Mr. WICHIAN PRATOOMMAS  
*Commercial Counselor*  
5 World Trade Center  
Rm. 3443  
New York, New York 10048

DEAR MR. PRATOOMMAS:

I refer to paragraph 4 of the Agreement between the United States of America and the Royal Thai Government relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes October 4, 1978, as amended [<sup>1</sup>] ("the Agreement") and to your recent conversations with my office concerning exports of products in Category 604 from Thailand to the United States.

In accordance with those discussions I propose that Annex C of the Agreement be amended to establish a Designated Consultation Level of 2,000,000 square yards equivalent for Category 604.

I this proposal is acceptable to the Royal Thai Government, this letter and your letter of confirmation shall constitute an amendment to the Agreement.

Sincerely,

DONALD F. McCONVILLE

Donald F. McConville

*Chief  
Textiles Division*

<sup>1</sup> TIAS 9215, 9462, 9643; 30 UST 718, 4360; 31 UST 4824.

*The Thai Commercial Counselor to the Chief of the Textiles Division,  
Department of State*

OFFICE OF COMMERCIAL COUNSELOR  
ROYAL THAI EMBASSY



3 WORLD TRADE CENTER  
SUITE 3443  
NEW YORK, NEW YORK 10048  
(212) 466-1777-8-9

Nb. 0205(w)/ 266

March 27, 1980

Mr. Donald F. McConville  
Chief of Textile Division  
Department of State  
Washington, D.C. 20520

Dear Mr. McConville:

We have the honor to receive your letter of March 21, 1980 concerning exports of Thai Textile Products in Category 604 relating to the Agreement between the United States and the Royal Thai Government.

We are pleased to inform you that your proposal on the Annex C of the Agreement to be amended for the establishment of a Designated Consultation Level of 2,000,000 square yards equivalent for Category 604 is hereby confirmed as acceptable.

Sincerely yours,

Wichian Pratoommas  
Commercial Counselor

## MALAYSIA

### Trade in Textiles and Textile Products

*Agreement amending the agreement of May 17 and June 8, 1978,  
as amended.*

*Effected by exchange of letters*

*Signed at Washington and New York January 8 and March 27, 1980;*

*Entered into force March 27, 1980.*



*The Deputy Assistant Secretary of State for International Trade  
Policy to the Malaysian Assistant Commercial Attache*



DEPARTMENT OF STATE

Washington, D.C. 20520

January 8, 1980

Mr. Abdul Rahman Mamat  
Assistant Commercial Attache  
Embassy of Malaysia  
Trade Office  
600 Third Avenue  
Third Floor  
New York, New York 10016

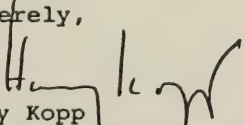
Dear Mr. Mamat:

I refer to the Agreement Between the United States of America and Malaysia Relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with Annexes, effected by exchange of notes May 17 and June 8, 1978 as amended<sup>[1]</sup> (the Agreement). I propose, on behalf of my Government, that the Agreement be further amended as follows:

1. The consultation level for Category 604 be increased to 3 million square yards for the 1980 Agreement Year.
2. The consultation level for Category 605 be decreased to 2 million square yards for the 1980 Agreement Year.

If the foregoing proposal is acceptable to the Government of Malaysia, this letter and your letter of confirmation on behalf of your Government shall constitute an agreement amending the Agreement.

Sincerely,

  
Harry Kopp  
Deputy Assistant Secretary  
for International Trade Policy

<sup>1</sup> TIAS 9180, 9602; 30 UST 64, 7587.

*The Malaysian Assistant Trade Commissioner to the Textiles  
Division, Department of State*

KEDUTAAN BESAR MALAYSIA  
BAHAGIAN PERDAGANGAN



EMBASSY OF MALAYSIA  
TRADE OFFICE

600 THIRD AVENUE, 3rd FLOOR, NEW YORK, N. Y. 10016 TEL. NO: (212) 682-0232

Our Ref: TC.NYC.0.202/7. Vol.4

March 27, 1980

Mr. John Bowen  
Textiles Division  
Bureau of Economic & Business Affairs  
Room 3333, Department of State  
Washington, DC 20502

Dear Mr. Bowen:

This is in reference to your letter dated January 8, 1980 regarding the Agreement between the United States of America and Malaysia relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textiles Products and I accept on behalf of my Government, the proposal as mentioned in your above letter. This exchange of letters shall constitute an amendment amending the Agreement.

Thank you.

Yours sincerely,

(ABDUL RAHMAN MAMAT)  
Asst. Trade Commissioner

c.c.

Mr. Ronald Levin,  
Office of Textile, Room 2815  
Department of Commerce  
14th Constitution Ave.  
Washington, DC 20230

ARM/sm

## **SINGAPORE**

### **Trade in Textiles and Textile Products**

***Agreement amending the agreement of September 21 and 22, 1978,  
as amended.***

***Effected by exchange of letters***

***Signed at Washington March 20 and 31, 1980;***

***Entered into force March 31, 1980.***

*The Singaporean Second Secretary to the Acting Chief of the Textiles  
Division, Department of State*



FA 68-6252-78

Cable Address: SINGAWAKIL WASHINGTON

Our Ref:

Your Ref:

EMBASSY OF THE  
REPUBLIC OF SINGAPORE1824 R STREET, N.W.,  
WASHINGTON, D.C. 20009.

TEL: (202) 667-7555

20 March 1980

Mr John Bowen  
Textiles Office  
Department of State #3333  
Washington DC

Dear Mr Bowen

With reference to Article 5 of the present US-Singapore Agreement on Textiles and Textile Products,<sup>[1]</sup> we would like to request for an increase of 4 million square yards for Category 613 for the agreement years 1980 and 1981. Your kind consideration would be greatly appreciated.

Yours sincerely

A handwritten signature in cursive script, appearing to read 'K P Wong'.  
K P WONG  
SECOND SECRETARY

<sup>1</sup> Signed September 21 and 22, 1978, as amended. TIAS 9214, 9610; 30 UST 696; 31 UST 287.



*The Acting Chief of the Textiles Division, Department of State, to  
the Singaporean Second Secretary*

March 31, 1980

Mr. K.P. Wong  
Second Secretary  
Embassy of the Republic  
of Singapore  
1824 "R" Street, N.W.  
Washington, D.C. 20009

Dear Mr. Wong:

I refer to the Agreement between the United States and the Republic of Singapore relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, effected by exchange of notes September 21 and 22, 1978, as amended ("the Agreement"), and to your letter of March 20, 1980 in which you request on behalf of the Government of the Republic of Singapore that the consultation level for Category 613 be increased by four million square yards (to a total of five million square yards) for the 1980 and 1981 agreement years.

I am pleased to inform you that my Government agrees to this request, and that your letter and this reply thereto constitute an amendment to the Agreement.

Sincerely,

John Bowen  
Acting Chief, Textiles Division  
Bureau of Economic and  
Business Affairs

# NICARAGUA

## Privileges and Immunities

*Agreement effected by exchange of notes  
Signed at Managua December 17 and 18, 1979;  
Entered into force December 18, 1979.*

---

*The American Ambassador to the Nicaraguan Minister of Foreign  
Affairs*

No. 213

MANAGUA, December 17, 1979

EXCELLENCY:

I have the honor to refer to our recent discussions concerning the presence in Nicaragua of United States Military personnel for the purpose of furnishing assistance in connection with the recent flooding. As a consequence of those discussions, it is the understanding of my government that the Government of Nicaragua shall accord to such military personnel those privileges and immunities as are accorded to the administrative and technical staff of the United States Embassy in Managua of equivalent rank, while such personnel are present in Nicaragua in connection with the aforementioned assistance.

I have the honor to propose that this Note, together with Your Excellency's Note in reply confirming the above understanding, shall constitute an agreement between our governments on this subject, effective from the date of Your Excellency's Note in reply.

Please accept, Excellency, the renewed assurances of my highest consideration.

LAWRENCE A. PEZULLO

His Excellency,  
MIGUEL D'ESCOTO,  
*Minister of Exterior,  
Managua.*

*The Nicaraguan Minister of Foreign Affairs to the American  
Ambassador*



MINISTERIO  
DEL "AÑO DE LA LIBERACION"  
EXTERIOR

Managua, Nic.

PROTOCOLO

No. 015

18 de Diciembre de 1980.

Señor Embajador:

Hónrome en avisar recibo de su apreciable Nota No. 213 del 17 de los corrientes, en la que se refiere a la conversación sostenida entre funcionarios de esa Embajada a su cargo y Funcionarios de la Cancillería, relacionada a la presencia de personal militar norteamericano en Nicaragua, con el propósito de brindar asistencia con motivo de las recientes inundaciones en nuestro país, y como consecuencia de la misma, estamos de acuerdo con los conceptos de que dicho personal militar gozará de los privilegios e inmunidades, mientras dure su permanencia en Nicaragua, en relación con la asistencia en referencia.

Aprovecho la oportunidad para reiterar al Señor Embajador las seguridades de mi más elevada consideración.

MIGUEL D'ESCOTO BROCKMANN  
Ministro del Exterior

Señor Lawrence A. Pezullo,  
Embajador de los Estados Unidos de América.  
Managua.

MCM.

TIAS 9720

## TRANSLATION

Republic of Nicaragua  
Ministry of Foreign Affairs

Managua, Nicaragua, December 18, 1980

No. 015

Mr. Ambassador:

I have the honor to acknowledge receipt of your note No. 213 of December 17, 1979, referring to the discussions between officials of your Embassy and of the Foreign Ministry concerning the presence in Nicaragua of United States military personnel for the purpose of furnishing assistance in connection with the recent flooding in our country. As a result of the discussions we agree that the aforesaid personnel shall enjoy privileges and immunities while present in Nicaragua in connection with the aforementioned assistance.

I avail myself of the opportunity to renew to you, Mr. Ambassador, the assurances of my highest consideration.

Miguel d'Escoto Brockmann

Miguel D'Escoto Brockmann

Minister of Foreign Affairs

Mr. Lawrence A. Pezullo,  
Ambassador of the United States of America,  
Managua.



## SPAIN

### **Alien Amateur Radio Operators**

*Agreement effected by exchange of notes  
Signed at Madrid December 11 and 20, 1979;  
Entered into force December 20, 1979.*

*The Spanish Minister of Foreign Affairs to the American  
Ambassador*

Madrid, 11 de diciembre de 1979

*El Ministro de Asuntos Exteriores*

Señor Embajador:

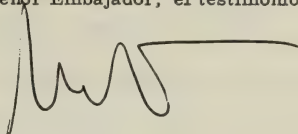
Tengo el honor de referirme a las conversaciones celebradas entre representantes del Gobierno de España y el de Estados Unidos de América, concernientes a la posibilidad de concertar un acuerdo entre ambos Gobiernos, con miras al recíproco otorgamiento de autorizaciones para permitir a los radioaficionados de cualquiera de los dos países, que tengan licencia, hacer uso de su estación en el otro país, de conformidad con las disposiciones del artº. 41 del Reglamento de Radiocomunicaciones vigente. Se recomienda concertar un acuerdo al respecto en los términos siguientes:

La persona física que esté en posesión de una licencia de radioaficionado, concedida por su Gobierno y haga uso de una estación de aficionado permitida por dicho Gobierno, podrá ser autorizada por el Gobierno del otro país, para hacer uso de tal estación en el territorio de éste, sobre una base de reciprocidad y sujeta a las condiciones que a continuación se indican:

- A. - La persona física que esté en posesión de una licencia de radioaficionado, concedida por su Gobierno, no podrá hacer uso de su estación en el territorio del otro país, sin antes haber obtenido del organismo administrativo competente del otro Gobierno una autorización para tal fin.
- B. - El organismo administrativo competente de cada Gobierno podrá conceder una autorización, según se prescribe en el párrafo A, en las condiciones y términos que estipule, incluyendo el derecho de cancelación, en cualquier momento, de la autorización concedida, sin informar al radioaficionado interesado, ni al organismo administrativo del otro Gobierno, de los motivos de la cancelación.
- C. - Asimismo, la persona física que no sea radioaficionado en su país y pretenda obtener licencia de radioaficionado en el otro país, deberá ser residente en éste y cumplir los requisitos establecidos para ello en el país que le acoge.

Al recibir su nota de respuesta, por la que se indique la conformidad del Gobierno de Estados Unidos de América, se considerará que la presente nota y la nota de respuesta constituyen un Acuerdo entre los dos Gobiernos. Dicho Acuerdo entrará en vigor en la fecha de la nota de respuesta y estará sujeto a que cualquiera de los dos Gobiernos lo dé por terminado, comunicando su intención al respecto por escrito y con seis meses de anticipación.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

A handwritten signature in dark ink, consisting of a series of loops and a long horizontal stroke at the end.

- Excmo. Sr. Terence A. Todman, Embajador de los Estados Unidos de América. -  
MADRID. -

## TRANSLATION

Madrid, December 11, 1979

Ministry of Foreign Affairs

Mr. Ambassador:

I have the honor to refer to the conversations between representatives of the Government of Spain and the Government of the United States of America relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to use their stations in the other country, in accordance with the provisions of Article 41 of the Radio Regulations in force.<sup>[1]</sup> It is recommended that an agreement on the subject be concluded in the following terms:

[For the English language text, see pp. 521-523.]

Upon receipt of your reply note indicating the concurrence of the United States Government, this note and the reply note will be considered as constituting an agreement between the two Governments, such agreement to be effective as of the date of the reply note and to be subject to termination by either Government upon six months' advance notice, in writing, of its intention to terminate.

Accept, Mr. Ambassador, the assurances of my highest consideration.

Marcelino Oreja

His Excellency,  
Terence A. Todman,  
Ambassador of the United States of America,  
Madrid.

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<sup>1</sup> TIAS 4893, 5603, 6332, 6590, 7435, 8599; 12 UST 2633; 15 UST 887; 18 UST 2091; 19 UST 6717; 23 UST 1527; 28 UST 3909.



*The American Ambassador to the Spanish Minister of Foreign Affairs*

No. 1086

Madrid, December 20, 1979

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's letter of December 11, 1979, transmitted under cover of the Ministry's Note 515/CTJ, December 12, 1979, in which reference is made to conversations between representatives of the Government of the United States of America and representatives of the Government of Spain relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959.

Your Excellency proposed the following version of the text of the agreement in your letter:

"An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government may be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government:

A - An individual who is licensed by his Government as an amateur radio operator may not operate his station

in the territory of the other Government without first having obtained from the appropriate administrative agency of the other Government an authorization for that purpose.

- B - The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph A, under such conditions and terms as it may prescribe, including the right of cancellation at any time of the authorization, without informing the individual, or the administrative agency of the other Government, of the reasons for the cancellation.
- C - Likewise, an individual who is not an amateur radio operator in his country and who wishes to obtain an amateur radio operator's license in the other country, should be resident in the other country and complete the requirements established for that purpose in the other country."

The Government of the United States is agreeable to the proposed version and to Your Excellency's suggestion that this Note, together with Your Excellency's letter of December 11, 1979, constitute an agreement between the two Governments with respect to this matter, such agreement to be effective as of the date of this reply note and to be subject to termination by either Government giving six months notice, in writing, of its intention to terminate.

I avail myself of this opportunity to renew to Your

Excellency, the assurances of my highest consideration.

*Terence A. Todman* <sup>[1]</sup>

His Excellency

Marcelino Oreja

Minister of Foreign Affairs

Madrid.

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<sup>1</sup> Terence A. Todman.

UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND

Air Transport Services

*Agreement amending the agreement of July 23, 1977, as amended.*

*Effected by exchange of notes*

*Signed at Washington December 27, 1979;*

*Entered into force December 27, 1979.*



*The Secretary of State to the British Ambassador*

December 27, 1979

Excellency:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning air services signed at Bermuda on 23 July 1977, as amended <sup>[1]</sup> (hereinafter referred to as "the Agreement") and to consultations between Delegations representing our two Governments held at Washington November 6-8, 1979, to review major elements in the aviation relations between our two countries.

The Delegations agreed that it would be in the interest of both countries to advance from July 23, 1980 to June 1, 1980 the permitted inaugural date for nonstop scheduled combination service by the United Kingdom designated airline between London and Atlanta; and of nonstop scheduled combination service by a United States designated airline between London and the additional U.S. gateway point to be agreed in accordance with the provisions of U.S. Route 1 in Annex 1 to the Agreement.

In accordance with Article 18 of the Agreement, I have the honor to propose that Footnote 1 to "U.S. Route 1: Atlantic Combination Air Service," as set out in Section 1 of Annex 1 to the Agreement, be amended to read: "1/ May not be served nonstop until three years after this Agreement

His Excellency

Sir Nicholas Henderson,

British Ambassador.

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<sup>1</sup> TIAS 8641, 8811, 8965; 28 UST 5367; 29 UST 277.

enters into force, except that the additional point to be agreed between the contracting parties may be served nonstop from June 1, 1980." Similarly, I have the honor to propose that Footnote 1 to "U.K. Route 1: Atlantic Combination Air Service" as set out in Section 3 of Annex 1 to the Agreement be amended to read: "1/ May not be served nonstop until three years after this Agreement enters into force, except that Atlanta may be served nonstop from June 1, 1980."

If the foregoing proposal is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to propose that this Note, together with your affirmative reply, shall constitute an agreement between our two Governments which shall be considered to have entered into force on 27 December 1979.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Ernest B. Johnston

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C. 20008  
TELEPHONE: (202) 462-1340

FROM THE AMBASSADOR

27 DECEMBER 1979

SIR,

I have the honour to acknowledge receipt of your Note of today's date which reads as follows:

"EXCELLENCY:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning air services signed at Bermuda on 23 July 1977, as amended (hereinafter referred to as "the Agreement") and to consultations between Delegations representing our two Governments held at Washington November 6-8, 1979, to review major elements in the aviation relations between our two countries.

The Delegations agreed that it would be in the interest of both countries to advance from July 23, 1980 to June 1, 1980 the permitted inaugural date for nonstop scheduled combination service by a United Kingdom designated airline between London and Atlanta; and of nonstop scheduled combination service by a United States designated airline between London and the additional U.S. gateway point to be agreed in accordance with the provisions of U.S. Route 1 in Annex 1 to the Agreement.

In accordance with Article 18 of the Agreement, I have the honor to propose that Footnote 1 to "U.S. Route 1: Atlantic Combination Air Service", as set out in Section 1 of Annex 1 to the Agreement, be amended to read: "1 May not be served nonstop until three years after this Agreement enters into force, except that the additional point to be agreed between the contracting parties may be served nonstop from June 1, 1980." Similarly, I have the honor to propose that Footnote 1 to "U.K. Route 1: Atlantic Combination Air Service" as set out in Section 3 of Annex 1 to the Agreement be amended to read: "1 May not be served nonstop until three years after this Agreement enters into force, except that Atlanta may be served nonstop from June 1, 1980."

If the foregoing proposal is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to propose that this Note, together with your affirmative reply, shall constitute an agreement between our two Governments which shall be considered to have entered into force on 27 December 1979.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

ERNEST B. JOHNSTON"

In reply, I have the honour to confirm that the proposal set forth in your Note is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland. My Government further agrees that your Note, together with this reply, shall constitute an agreement between our two Governments which shall be considered to have entered into force on 27 December 1979.

I avail myself of this opportunity to renew to you, Sir, the assurances of my highest consideration.

NICHOLAS HENDERSON

Nicholas Henderson

The Honourable

CYRUS R. VANCE

*Secretary of State of the United States of America  
Washington D.C.*



**POLISH PEOPLE'S REPUBLIC**

**Certificates of Airworthiness for Imported Aircraft Products**

*Agreement amending the agreement of November 8, 1976.*

*Effected by exchange of notes*

*Signed at Washington January 28, 1980;*

*Entered into force January 28, 1980.*

*The Secretary of State to the Polish Ambassador*

January 28, 1980

Excellency:

I have the honor to refer to the discussions which have recently taken place between representatives of the Government of the United States of America and the Government of the Polish People's Republic regarding amendment of the agreement between our two Governments relating to the acceptance of each other's certificates of airworthiness for imported aircraft products, which was effected by an exchange of notes at Washington on November 8, 1976, <sup>[1]</sup> and to propose that the agreement be amended as follows:

1. Renumber paragraph 2 as 2.(a) and add new subparagraphs (b) and (c) to read as follows:

"(b) In the case of a component or appliance which is produced in the exporting State for export and use on a product which is or may be certificated or approved in the importing State, if the competent aeronautical authorities of the exporting State certify that the component or appliance conforms to the applicable design data and meets the applicable test and quality control requirements which have been notified by the Government of the importing State to the Government of the exporting State, the Government of the importing State shall give the same validity to the certification as if the certification had been made by its own competent aeronautical authorities in accordance with its His Excellency

Romuald Spasowski,

Ambassador of the

Polish People's Republic.

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<sup>1</sup> TIAS 8407; 27 UST 3882.

own applicable laws, regulations, and requirements.

"(c) Subparagraph 2.(b) shall apply only to those components or appliances which are produced by a manufacturer in the exporting State pursuant to an agreement between that manufacturer and the product manufacturer in the importing State. Furthermore, it shall apply only in those instances where, in the judgment of the Government of the importing State, a component or appliance is of such complexity that determination of conformity and quality control cannot readily be made at the time when the component or appliance is assembled with the product."

2. Renumber subparagraphs 8.(f), (g), and (h) as 8.(g), (h), and (i) respectively and insert a new subparagraph (f) to read as follows:

"(f) "Component" means any material, part, or sub-assembly not covered in (b), (c), (d), or (e) for use on civil aircraft, engines, propellers, or appliances."

3. Add to the Annex under Products from Poland the following new subparagraphs:

"(D) Helicopters with associated accessories and replacement and modification parts therefor, produced in Poland, and designed in Poland or the United States or in another State with which the United States has a bilateral airworthiness agreement covering such aircraft, provided that in this last case, responsibility for design control exists in Poland. On a case-by-case basis, the United States may also accept helicopters which were designed in another State with which the United States has no bilateral airworthiness agreement and Poland is in possession of documentation and design

data and bears the exclusive responsibility for design control of these helicopters.

"(E) Turbine engines and replacement and modification parts therefor, produced in Poland, and designed in Poland or the United States or in another State with which the United States has a bilateral airworthiness agreement covering such engines, provided that in this last case, responsibility for design control exists in Poland. On a case-by-case basis, the United States may also accept turbine engines which were designed in another State with which the United States has no bilateral airworthiness agreement and Poland is in possession of documentation and design data and bears the exclusive responsibility for design control of these turbine engines.

"(F) Components and appliances for U.S. manufactured products of the types specified in (A), (B), (C), (D), and (E)."

4. Revise the Annex under Products from the United States, its Territories and Possessions to read as follows:

"U.S. designed and produced aircraft, engines, propellers, components and appliances with replacement and modification parts therefor, as well as U.S. produced components and appliances for Polish manufactured products and replacement and spare parts therefor."

If the foregoing is acceptable to the Government of the Polish People's Republic, it is proposed that



this note and your reply thereto indicating acceptance shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

B. Boyd Hight

*The Polish Ambassador to the Secretary of State*

EMBASSY  
OF THE POLISH PEOPLE'S REPUBLIC  
WASHINGTON, D. C.

23 stycznia 1980 roku.

Ekscelencjo,

Mam zaszczyt potwierdzić odbiór noty Ekscelencji z dnia 28 stycznia 1980 roku o następującej treści :

"Mam zaszczyt nawiązać do ostatnich rozmów pomiędzy przedstawicielami Rządu Stanów Zjednoczonych Ameryki i Rządu Polskiej Rzeczypospolitej Ludowej dotyczących nowelizacji umowy zawartej między obu Rządami w sprawie wzajemnego uznawania świadectw zdatności do lotów importowanych wyrobów lotniczych. Umowa ta weszła w życie w dniu 8 listopada 1976 r. w drodze wymiany not w Waszyngtonie. Proponuję, aby umowa powyższa została zmieniona w sposób następujący :

1. Zmienić oznaczenie paragrafu 2 na 2/a i uzupełnić treść punktami b/ i c/ o następującym brzmieniu :

b/ W przypadku części składowej lub osprzętu, wytwarzanych w Państwie eksportującym w celu wysłania i użycia na wyrobie, który jest lub może być certyfikowany lub zatwierdzony w Państwie importującym, jeżeli właściwe władze lotnicze państwa eksportującego stwierdzą, że część składowa lub osprzęt odpowiadają stosowanej dokumentacji produkcyjnej i spełniają stosowane wymagania w zakresie prób i kontroli jakości wykonania, które zostały przekazane przez Rząd Państwa importującego Rządowi Państwa eksportującego, wówczas Rząd Państwa importującego przyzna świadectwu zdatności do lotu taki stopień ważności, jaki przyznałby świadectwu wydanemu przez własne właściwe władze lotnicze zgodnie ze swymi stosowanymi prawami, przepisami i wymaganiami.

Jego Ekscelencja  
Cyrus R. VANCE  
Sekretarz Stanu  
Waszyngton, D.C.

c/ Punkt 2/b stosuje się tylko do tych części składowych lub osprzętu, które są wytwarzane przez producenta w Państwie eksportującym na podstawie porozumienia między tym producentem i producentem wyrobu w Państwie importującym. Co więcej, punkt ten będzie tylko stosowany w tych przypadkach, gdy zdaniem Rządu Państwa importującego określenie zgodności jest na tyle skomplikowane i wykonanie kontroli jakościowej w czasie montażu części składowej lub osprzętu w gotowym wyrobie nie jest łatwe.

2. Zmienić odpowiednio oznaczenie punktów 8/f, g/ i h/ na 8/g, h/ i i/. oraz uzupełnić treść nowym punktem f/ o następującym brzmieniu :

f/ "Część składowa" oznacza dowolny materiał, część lub podzespół nie objęty w punktach b/, c/, d/ lub e/ do stosowania na cywilnych statkach powietrznych, silnikach, śmigłach lub osprzęcie.

3. Uzupełnić treść Załącznika wymieniającego Wyroby z Polski następującymi nowymi punktami :

D. Śmigłowce z towarzyszącymi agregatami oraz zamienne i zmodyfikowane części do tych śmigłowców wyprodukowane i zaprojektowane w Polsce lub w Stanach Zjednoczonych lub w innym państwie, z którym Stany Zjednoczone posiadają dwustronne porozumienie o wzajemnym uznawaniu świadectw zdatności do lotów obejmujące takie statki powietrzne z zastrzeżeniem, iż w tym ostatnim przypadku odpowiedzialność za nadzór nad projektowaniem spoczywa na Polsce.

W każdym przypadku rozpatrywanym oddzielnie Stany Zjednoczone mogą także uznać śmigłowce, które były zaprojektowane w innym kraju, z którym Stany Zjednoczone nie posiadają porozumienia o wzajemnym uznawaniu świadectw zdatności do lotu, a Polska jest w posiadaniu dokumentacji i danych projektowych, oraz ponosi wyłączną odpowiedzialność za kontrolę projektowania tych śmigłowców.

E. Silniki turbinowe i zamienne i zmodyfikowane części do tych silników wyprodukowane i zaprojektowane w Polsce lub w Stanach Zjednoczonych lub innym państwie, z którym Stany Zjednoczone posiadają dwustronne porozumienie o wzajemnym uznawaniu świadectw zdatności do lotów obejmujące takie silniki z zastrzeżeniem, iż w tym ostatnim przypadku odpowiedzialność za nadzór nad projektowaniem spoczywa na Polsce.

W każdym przypadku rozpatrywanym oddzielnie, Stany Zjednoczone mogą także uznać silniki turbinowe, które były zaprojektowane w innym kraju, z którym Stany Zjednoczone nie posiadają porozumienia o wzajemnym uznawaniu świadectw zdatności do lotu, a Polska jest w posiadaniu dokumentacji i danych projektowych oraz ponosi wyłączną odpowiedzialność za kontrolę projektowania tych silników turbinowych.

F. Części składowe i osprzęt dla wyrobów wytwarzanych w USA wymienionych w A, B, C, D i E.

4. Poprawić treść Załącznika wymieniającego Wyroby ze Stanów Zjednoczonych, ich Terytoriów i Posiadłości w następujący sposób :

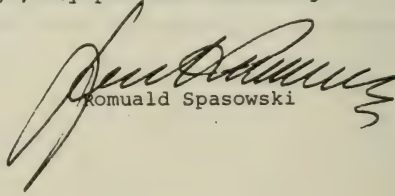
"Zaprojektowane i wyprodukowane w USA statki powietrzne, silniki, śmigła, części składowe i osprzęt z częściami zamiennymi i zmodyfikowanymi do nich, jak również wyprodukowane w USA części składowe i osprzęt dla wyrobów wyprodukowanych w Polsce oraz części zamienne do nich".

Jeśli niniejsze zmiany mogą być przyjęte przez Pański Rząd, mam zaszczyt zaproponować, aby niniejsza nota i Pańska odpowiedź na nią stanowiły porozumienie między naszymi obydwojma Rządami, które wejdzie w życie w dniu Pana odpowiedzi.

Proszę przyjąć, Ekscelencjo, ponowne zapewnienia o moim najwyższym poważaniu".

Mam zaszczyt zakomunikować zgodę mego Rządu na powyższe i przyjąć propozycję Ekscelencji, aby przytoczona wyżej nota oraz niniejsza odpowiedź na nią stanowiły porozumienie w sprawie, które wejdzie w życie w dniu dzisiejszym.

Korzystam z okazji, aby ponownie Ekscelencji wyrazić wysokiego poważania.

  
Romuald Spasowski



## TRANSLATION

EMBASSY  
OF THE POLISH PEOPLE'S REPUBLIC  
WASHINGTON, D.C.

January 28, 1980

Excellency:

I have the honor to acknowledge receipt of Your Excellency's  
note of January 28, 1980, which reads as follows:

[For the English language test, see pp. 530-533.]

I have the honor to communicate my government's approval of  
the foregoing and to accept Your Excellency's proposal that the  
above-mentioned note and this reply to it constitute an understanding  
in this matter, which shall enter into force on this date.

I avail myself of this opportunity to renew to Your Excellency  
the assurance of my highest consideration.

Romuald Spasowski

Romuald Spasowski

His Excellency  
Cyrus R. VANCE  
Secretary of State  
Washington, D.C.

**FEDERAL REPUBLIC OF GERMANY**

**Aviation: Application to Land Berlin of Agreement of  
March 12 and May 31, 1974, Relating to Certificates  
of Airworthiness for Imported Aircraft**

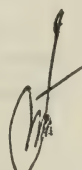
*Agreement effected by exchange of notes*

*Dated at Bonn and Bonn-Bad Godesberg November 3, 1976 and  
March 18, 1980;*

*Entered into force March 18, 1980.*

*The German Ministry of Foreign Affairs to the American Embassy*

404-455.41 USA

V e r b a l n o t e

Das Auswärtige Amt beehrt sich, unter Bezugnahme auf den Notenwechsel vom 12. März/31. Mai 1974 über die Vereinbarung der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika über Lufttüchtigkeitszeugnisse für eingeführte Luftfahrzeuge vorzuschlagen, durch folgende Berlin-Klausel auch das Land Berlin in diese Vereinbarungen einzubeziehen:

"Die Vereinbarung zwischen der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika über Lufttüchtigkeitszeugnisse eingeführter Luftfahrzeuge vom 31.5.1974 gilt auch für das Land Berlin mit der Ausnahme motorisierter Luftfahrzeuge."

Falls sich die Regierung der Vereinigten Staaten von Amerika mit dem vorstehenden Vorschlag einverstanden erklärt, beehrt sich das Auswärtige Amt vorzuschlagen, daß diese Verbalnote und die entsprechende Antwortnote eine Vereinbarung zwischen der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika über die Berlin-Klausel zu der Vereinbarung vom 31. Mai 1974 zwischen der Regierung der Bundesrepublik Deutschland und der Regie-

An die  
Botschaft der Vereinigten  
Staaten von Amerika

rung der Vereinigten Staaten von Amerika über Luft-  
tüchtigkeitszeugnisse bilden sollen, die mit dem Datum  
der Antwortnote in Kraft tritt.

Das Auswärtige Amt benutzt diesen Anlaß, die Botschaft  
der Vereinigten Staaten von Amerika erneut seiner ausge-  
zeichneten Hochachtung zu versichern.

Bonn, den 3. November 1976



## TRANSLATION

404-455.41 USA

Note Verbale

The Ministry of Foreign Affairs has the honor to suggest, with reference to the exchange of notes of March 12 and May 31, 1974 <sup>[1]</sup> on the Agreement between the Government of the Federal Republic of Germany and the Government of the United States of America on Certificates of Airworthiness for Imported Aeronautical Products and Components, that Land Berlin be included in this Agreement by the following clause:

"The Agreement of May 31, 1974 between the Government of the Federal Republic of Germany and the Government of the United States of America relating to Certificates of Airworthiness for Imported Aeronautical Products and Components, with the exception of engine-propelled aircraft, shall also apply to Land Berlin."

In case the Government of the United States of America agrees to this proposal, the Ministry of Foreign Affairs has the honor to suggest that this note and the corresponding note of reply shall constitute an agreement between the Government of the Federal Republic of Germany and the Government of the United States of America on the Berlin Clause to the Agreement of May 31, 1974 between the Government of the Federal Republic of Germany and the Government of the United States of America on Certificates of Airworthiness, entering into force on the date of the reply.

The Ministry of Foreign Affairs avails itself of this occasion to renew to the Embassy of the United States the assurances of its very high consideration.

Bonn, November 3, 1976

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<sup>1</sup> TIAS 7965; 25 UST 3056.

*The American Embassy to the German Ministry of Foreign Affairs*

No. 91

The Embassy of the United States of America presents its compliments to the Auswaertiges Amt and with reference to the Auswaertiges Amt's Note Verbale of November 3, 1976 (404-455.41 USA), has the honor to state the following:

The Government of the United States of America agrees to the proposal by the Auswaertiges Amt that the Agreement of May 31, 1974 between the Government of the United States of America and the Government of the Federal Republic of Germany relating to Certificates of Airworthiness for Imported Aeronautical Products and Components, with the exception of engine-propelled aircraft, shall also apply to Land Berlin.

The Embassy avails itself of this opportunity to assure the Auswaertiges Amt of its highest consideration.

Embassy of the United States of America,  
Bonn-Bad Godesberg, March 18, 1980.

## MULTILATERAL

### Narcotic Drugs: Psychotropic Substances

*Convention done at Vienna February 21, 1971, as rectified by the procès-verbal of August 15, 1973;*

*Ratification advised by the Senate of the United States of America, subject to a reservation, March 20, 1980;*

*Ratified by the President of the United States of America, subject to said reservation, April 7, 1980;*

*Ratification of the United States of America deposited with the Secretary-General of the United Nations April 16, 1980;*

*Proclaimed by the President of the United States of America May 12, 1980;*

*Entered into force with respect to the United States of America July 15, 1980.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

#### CONSIDERING THAT:

The Convention on Psychotropic Substances was signed on behalf of the United States of America at Vienna on February 21, 1971, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of March 20, 1980, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention, subject to a reservation as follows:

That in accord with paragraph 4 of Article 32 of the Convention, peyote harvested and distributed for use by the Native American Church in its religious rites is excepted from the provisions of Article 7 of the Convention of Psychotropic Substances.

The President of the United States of America on April 7, 1980, ratified the Convention, subject to the said reservation, in pursuance of the advice and consent of the Senate, and the United States of America deposited its instrument of ratification with the Secretary-General of the United Nations on April 16, 1980;

Pursuant to the provisions of the Convention, the Convention, subject to the said reservation, enters into force for the United States of America on July 15, 1980.

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Convention, subject to the said reservation, to the end that it shall be observed and fulfilled with good faith on and after July 15, 1980, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twelfth day of May in the  
year of our Lord one thousand nine hundred eighty and  
[SEAL] of the Independence of the United States of America the  
two hundred fourth.

By the President:

JIMMY CARTER

EDMUND S. MUSKIE  
*Secretary of State*



## CONVENTION ON PSYCHOTROPIC SUBSTANCES

## PREAMBLE

The Parties,

Being concerned with the health and welfare of mankind,

Noting with concern the public health and social problems resulting from the abuse of certain psychotropic substances,

Determined to prevent and combat abuse of such substances and the illicit traffic to which it gives rise,

Considering that rigorous measures are necessary to restrict the use of such substances to legitimate purposes,

Recognizing that the use of psychotropic substances for medical and scientific purposes is indispensable and that their availability for such purposes should not be unduly restricted,

Believing that effective measures against abuse of such substances require co-ordination and universal action,

Acknowledging the competence of the United Nations in the field of control of psychotropic substances and desirous that the international organs concerned should be within the framework of that Organization,

Recognizing that an international convention is necessary to achieve these purposes,

Agree as follows:

## ARTICLE 1

Use of terms

Except where otherwise expressly indicated, or where the context otherwise requires, the following terms in this Convention have the meanings given below:

- (a) "Council" means the Economic and Social Council of the United Nations.
- (b) "Commission" means the Commission on Narcotic Drugs of the Council.
- (c) "Board" means the International Narcotics Control Board provided for in the Single Convention on Narcotic Drugs, 1961.<sup>[1]</sup>
- (d) "Secretary-General" means the Secretary-General of the United Nations.
- (e) "Psychotropic substance" means any substance, natural or synthetic, or any natural material in Schedule I, II, III or IV.
- (f) "Preparation" means:
  - (i) any solution or mixture, in whatever physical state, containing one or more psychotropic substances, or
  - (ii) one or more psychotropic substances in dosage form.
- (g) "Schedule I", "Schedule II", "Schedule III" and "Schedule IV" mean the correspondingly numbered lists of psychotropic substances annexed to this Convention, as altered in accordance with article 2.
- (h) "Export" and "import" mean in their respective connotations the physical transfer of a psychotropic substance from one State to another State.
- (i) "Manufacture" means all processes by which psychotropic substances may be obtained, and includes refining as well as the transformation of psychotropic substances into other psychotropic substances. The term also includes the making of preparations other than those made on prescription in pharmacies.
- (j) "Illicit traffic" means manufacture of or trafficking in psychotropic substances contrary to the provisions of this Convention.
- (k) "Region" means any part of a State which pursuant to article 28 is treated as a separate entity for the purposes of this Convention.
- (l) "Premises" means buildings or parts of buildings, including the appertaining land.

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<sup>1</sup> TIAS 6298, 6423, 6458, 6795, 7223, 7817, 7945, 8118; 18 UST 1407, 3279; 19 UST 4668; 20 UST 4064; 22 UST 1808; 25 UST 651, 2772; 26 UST 1439. [Footnote added by the Department of State.]

## ARTICLE 2

Scope of control of substances

1. If a Party or the World Health Organization has information relating to a substance not yet under international control which in its opinion may require the addition of that substance to any of the Schedules of this Convention, it shall notify the Secretary-General and furnish him with the information in support of that notification. The foregoing procedure shall also apply when a Party or the World Health Organization has information justifying the transfer of a substance from one Schedule to another among those Schedules, or the deletion of a substance from the Schedules.

2. The Secretary-General shall transmit such notification, and any information which he considers relevant, to the Parties, to the Commission and, when the notification is made by a Party, to the World Health Organization.

3. If the information transmitted with such a notification indicates that the substance is suitable for inclusion in Schedule I or Schedule II pursuant to paragraph 4, the Parties shall examine, in the light of all information available to them, the possibility of the provisional application to the substance of all measures of control applicable to substances in Schedule I or Schedule II, as appropriate.

4. If the World Health Organization finds:

- (a) that the substance has the capacity to produce
  - (i) (1) a state of dependence, and
  - (2) central nervous system stimulation or depression, resulting in hallucinations or disturbances in motor function or thinking or behaviour or perception or mood, or
  - (ii) similar abuse and similar ill effects as a substance in Schedule I, II, III or IV, and
- (b) that there is sufficient evidence that the substance is being or is likely to be abused so as to constitute a public health and social problem warranting the placing of the substance under international control,

the World Health Organization shall communicate to the Commission an assessment of the substance, including the extent or likelihood of abuse, the degree of seriousness of the public health and social problem and the degree of usefulness of the substance in medical therapy, together with recommendations on control measures, if any, that would be appropriate in the light of its assessment.

5. The Commission, taking into account the communication from the World Health Organization, whose assessments shall be determinative as to medical and scientific matters, and bearing in mind the economic, social, legal, administrative and other factors it may consider relevant, may add the substance to Schedule I, II, III or IV. The Commission may seek further information from the World Health Organization or from other appropriate sources.

6. If a notification under paragraph 1 relates to a substance already listed in one of the Schedules, the World Health Organization shall communicate to the Commission its new findings, any new assessment of the substance it may make in accordance with paragraph 4 and any new recommendations on control measures it may find appropriate in the light of that assessment. The Commission, taking into account the communication from the World Health Organization as under paragraph 5 and bearing in mind the factors referred to in that paragraph, may decide to transfer the substance from one Schedule to another or to delete it from the Schedules.

7. Any decision of the Commission taken pursuant to this article shall be communicated by the Secretary-General to all States Members of the United Nations, to non-member States Parties to this Convention, to the World Health Organization and to the Board. Such decision shall become fully effective with respect to each Party 180 days after the date of such communication, except for any Party which, within that period, in respect of a decision adding a substance to a Schedule, has transmitted to the Secretary-General a written notice that, in view of exceptional circumstances, it is not in a position to give effect with respect to that substance to all of the provisions of the Convention applicable to substances in that Schedule. Such notice shall state the reasons for this exceptional action. Notwithstanding its notice, each Party shall apply, as a minimum, the control measures listed below:

(a) A Party having given such notice with respect to a previously uncontrolled substance added to Schedule I shall take into account, as far as possible, the special control measures enumerated in article 7 and, with respect to that substance, shall:

- (i) require licences for manufacture, trade and distribution as provided in article 8 for substances in Schedule II;
- (ii) require medical prescriptions for supply or dispensing as provided in article 9 for substances in Schedule II;
- (iii) comply with the obligations relating to export and import provided in article 12, except in respect to another Party having given such notice for the substance in question;



- (iv) comply with the obligations provided in article 13 for substances in Schedule II in regard to prohibition of and restrictions on export and import;
  - (v) furnish statistical reports to the Board in accordance with paragraph 4 (a) of article 16; and
  - (vi) adopt measures in accordance with article 22 for the repression of acts contrary to laws or regulations adopted pursuant to the foregoing obligations.
- (b) A Party having given such notice with regard to a previously uncontrolled substance added to Schedule II shall, with respect to that substance:
- (i) require licences for manufacture, trade and distribution in accordance with article 8;
  - (ii) require medical prescriptions for supply or dispensing in accordance with article 9;
  - (iii) comply with the obligations relating to export and import provided in article 12, except in respect to another Party having given such notice for the substance in question;
  - (iv) comply with the obligations of article 13 in regard to prohibition of and restrictions on export and import;
  - (v) furnish statistical reports to the Board in accordance with paragraphs 4 (a), (c) and (d) of article 16; and
  - (vi) adopt measures in accordance with article 22 for the repression of acts contrary to laws or regulations adopted pursuant to the foregoing obligations.
- (c) A Party having given such notice with regard to a previously uncontrolled substance added to Schedule III shall, with respect to that substance:
- (i) require licences for manufacture, trade and distribution in accordance with article 8;
  - (ii) require medical prescriptions for supply or dispensing in accordance with article 9;
  - (iii) comply with the obligations relating to export provided in article 12, except in respect to another Party having given such notice for the substance in question;
  - (iv) comply with the obligations of article 13 in regard to prohibition of and restrictions on export and import; and
  - (v) adopt measures in accordance with article 22 for the repression of acts contrary to laws or regulations adopted pursuant to the foregoing obligations.

(d) A Party having given such notice with regard to a previously uncontrolled substance added to Schedule IV shall, with respect to that substance:

- (i) require licences for manufacture, trade and distribution in accordance with article 8;
- (ii) comply with the obligations of article 13 in regard to prohibition of and restrictions on export and import; and
- (iii) adopt measures in accordance with article 22 for the repression of acts contrary to laws or regulations adopted pursuant to the foregoing obligations.

(e) A Party having given such notice with regard to a substance transferred to a Schedule providing stricter controls and obligations shall apply as a minimum all of the provisions of this Convention applicable to the Schedule from which it was transferred.

8. (a) The decisions of the Commission taken under this article shall be subject to review by the Council upon the request of any Party filed within 180 days from receipt of notification of the decision. The request for review shall be sent to the Secretary-General together with all relevant information upon which the request for review is based.

(b) The Secretary-General shall transmit copies of the request for review and the relevant information to the Commission, to the World Health Organization and to all the Parties, inviting them to submit comments within ninety days. All comments received shall be submitted to the Council for consideration.

(c) The Council may confirm, alter or reverse the decision of the Commission. Notification of the Council's decision shall be transmitted to all States Members of the United Nations, to non-member States Parties to this Convention, to the Commission, to the World Health Organization and to the Board.

(d) During pendency of the review, the original decision of the Commission shall, subject to paragraph 7, remain in effect.

9. The Parties shall use their best endeavours to apply to substances which do not fall under this Convention, but which may be used in the illicit manufacture of psychotropic substances, such measures of supervision as may be practicable.

## ARTICLE 3

Special provisions regarding the control of preparations

1. Except as provided in the following paragraphs of this article, a preparation is subject to the same measures of control as the psychotropic substance which it contains, and, if it contains more than one such substance, to the measures applicable to the most strictly controlled of those substances.

2. If a preparation containing a psychotropic substance other than a substance in Schedule I is compounded in such a way that it presents no, or a negligible, risk of abuse and the substance cannot be recovered by readily applicable means in a quantity liable to abuse, so that the preparation does not give rise to a public health and social problem, the preparation may be exempted from certain of the measures of control provided in this Convention in accordance with paragraph 3.

3. If a Party makes a finding under the preceding paragraph regarding a preparation, it may decide to exempt the preparation, in its country or in one of its regions, from any or all of the measures of control provided in this Convention except the requirements of:

- (a) article 8 (licences), as it applies to manufacture;
- (b) article 11 (records), as it applies to exempt preparations;
- (c) article 13 (prohibition of and restrictions on export and import);
- (d) article 15 (inspection), as it applies to manufacture;
- (e) article 16 (reports to be furnished by the Parties), as it applies to exempt preparations; and
- (f) article 22 (penal provisions), to the extent necessary for the repression of acts contrary to laws or regulations adopted pursuant to the foregoing obligations.

A Party shall notify the Secretary-General of any such decision, of the name and composition of the exempt preparation, and of the measures of control from which it is exempted. The Secretary-General shall transmit the notification to the other Parties, to the World Health Organization and to the Board.

4. If a Party or the World Health Organization has information regarding a preparation exempted pursuant to paragraph 3 which in its opinion may require the termination, in whole or in part, of the exemption, it shall notify the Secretary-General and furnish him with the information in support of the notification. The Secretary-General shall transmit such notification, and any information which he considers relevant, to the

Parties, to the Commission and, when the notification is made by a Party, to the World Health Organization. The World Health Organization shall communicate to the Commission an assessment of the preparation in relation to the matters specified in paragraph 2, together with a recommendation of the control measures, if any, from which the preparation should cease to be exempted. The Commission, taking into account the communication from the World Health Organization, whose assessment shall be determinative as to medical and scientific matters, and bearing in mind the economic, social, legal, administrative and other factors it may consider relevant, may decide to terminate the exemption of the preparation from any or all control measures. Any decision of the Commission taken pursuant to this paragraph shall be communicated by the Secretary-General to all States Members of the United Nations, to non-member States Parties to this Convention, to the World Health Organization and to the Board. All Parties shall take measures to terminate the exemption from the control measure or measures in question within 180 days of the date of the Secretary-General's communication.

#### ARTICLE 4

##### Other special provisions regarding the scope of control

In respect of psychotropic substances other than those in Schedule I, the Parties may permit:

- (a) the carrying by international travellers of small quantities of preparations for personal use; each Party shall be entitled, however, to satisfy itself that these preparations have been lawfully obtained;
- (b) the use of such substances in industry for the manufacture of non-psychotropic substances or products, subject to the application of the measures of control required by this Convention until the psychotropic substances come to be in such a condition that they will not in practice be abused or recovered;
- (c) the use of such substances, subject to the application of the measures of control required by this Convention, for the capture of animals by persons specifically authorized by the competent authorities to use such substances for that purpose.



## ARTICLE 5

Limitation of use to medical and scientific purposes

1. Each Party shall limit the use of substances in Schedule I as provided in article 7.
2. Each Party shall, except as provided in article 4, limit by such measures as it considers appropriate the manufacture, export, import, distribution and stocks of, trade in, and use and possession of, substances in Schedules II, III and IV to medical and scientific purposes.
3. It is desirable that the Parties do not permit the possession of substances in Schedules II, III and IV except under legal authority.

## ARTICLE 6

Special administration

It is desirable that for the purpose of applying the provisions of this Convention, each Party establish and maintain a special administration, which may with advantage be the same as, or work in close co-operation with, the special administration established pursuant to the provisions of conventions for the control of narcotic drugs.

## ARTICLE 7

Special provisions regarding substances in Schedule I

In respect of substances in Schedule I, the Parties shall:

- (a) prohibit all use except for scientific and very limited medical purposes by duly authorized persons, in medical or scientific establishments which are directly under the control of their Governments or specifically approved by them;
- (b) require that manufacture, trade, distribution and possession be under a special licence or prior authorization;
- (c) provide for close supervision of the activities and acts mentioned in paragraphs (a) and (b);
- (d) restrict the amount supplied to a duly authorized person to the quantity required for his authorized purpose;
- (e) require that persons performing medical or scientific functions keep records concerning the acquisition of the substances and the details of their use, such records to be preserved for at least two years after the last use recorded therein; and

- (f) prohibit export and import except when both the exporter and importer are the competent authorities or agencies of the exporting and importing country or region, respectively, or other persons or enterprises which are specifically authorized by the competent authorities of their country or region for the purpose. The requirements of paragraph 1 of article 12 for export and import authorizations for substances in Schedule II shall also apply to substances in Schedule I.

#### ARTICLE 8

##### Licences

1. The Parties shall require that the manufacture of, trade (including export and import trade) in, and distribution of substances listed in Schedules II, III and IV be under licence or other similar control measure.
2. The Parties shall:
  - (a) control all duly authorized persons and enterprises carrying on or engaged in the manufacture of, trade (including export and import trade) in, or distribution of substances referred to in paragraph 1;
  - (b) control under licence or other similar control measure the establishments and premises in which such manufacture, trade or distribution may take place; and
  - (c) provide that security measures be taken with regard to such establishments and premises in order to prevent theft or other diversion of stocks.
3. The provisions of paragraphs 1 and 2 of this article relating to licensing or other similar control measures need not apply to persons duly authorized to perform and while performing therapeutic or scientific functions.
4. The Parties shall require that all persons who obtain licences in accordance with this Convention or who are otherwise authorized pursuant to paragraph 1 of this article or sub-paragraph (b) of article 7 shall be adequately qualified for the effective and faithful execution of the provisions of such laws and regulations as are enacted in pursuance of this Convention.

## ARTICLE 9

Prescriptions

1. The Parties shall require that substances in Schedules II, III and IV be supplied or dispensed for use by individuals pursuant to medical prescription only, except when individuals may lawfully obtain, use, dispense or administer such substances in the duly authorized exercise of therapeutic or scientific functions.
2. The Parties shall take measures to ensure that prescriptions for substances in Schedules II, III and IV are issued in accordance with sound medical practice and subject to such regulation, particularly as to the number of times they may be refilled and the duration of their validity, as will protect the public health and welfare.
3. Notwithstanding paragraph 1, a Party may, if in its opinion local circumstances so require and under such conditions, including record-keeping, as it may prescribe, authorize licensed pharmacists or other licensed retail distributors designated by the authorities responsible for public health in its country or part thereof to supply, at their discretion and without prescription, for use for medical purposes by individuals in exceptional cases, small quantities, within limits to be defined by the Parties, of substances in Schedules III and IV.

## ARTICLE 10

Warnings on packages, and advertising

1. Each Party shall require, taking into account any relevant regulations or recommendations of the World Health Organization, such directions for use, including cautions and warnings, to be indicated on the labels where practicable and in any case on the accompanying leaflet of retail packages of psychotropic substances, as in its opinion are necessary for the safety of the user.
2. Each Party shall, with due regard to its constitutional provisions, prohibit the advertisement of such substances to the general public.

## ARTICLE 11

Records

1. The Parties shall require that, in respect of substances in Schedule I, manufacturers and all other persons authorized under article 7 to trade in and distribute those substances keep records, as may be determined by each Party, showing details of the quantities manufactured, the quantities held in stock, and, for each acquisition and disposal, details of the quantity, date, supplier and recipient.

2. The Parties shall require that, in respect of substances in Schedules II and III, manufacturers, wholesale distributors, exporters and importers keep records, as may be determined by each Party, showing details of the quantities manufactured and, for each acquisition and disposal, details of the quantity, date, supplier and recipient.
3. The Parties shall require that, in respect of substances in Schedule II, retail distributors, institutions for hospitalization and care and scientific institutions keep records, as may be determined by each Party, showing, for each acquisition and disposal, details of the quantity, date, supplier and recipient.
4. The Parties shall ensure, through appropriate methods and taking into account the professional and trade practices in their countries, that information regarding acquisition and disposal of substances in Schedule III by retail distributors, institutions for hospitalization and care and scientific institutions is readily available.
5. The Parties shall require that, in respect of substances in Schedule IV, manufacturers, exporters and importers keep records, as may be determined by each Party, showing the quantities manufactured, exported and imported.
6. The Parties shall require manufacturers of preparations exempted under paragraph 3 of article 3 to keep records as to the quantity of each psychotropic substance used in the manufacture of an exempt preparation, and as to the nature, total quantity and initial disposal of the exempt preparation manufactured therefrom.
7. The Parties shall ensure that the records and information referred to in this article which are required for purposes of reports under article 16 shall be preserved for at least two years.

#### ARTICLE 12

##### Provisions relating to international trade

1. (a) Every Party permitting the export or import of substances in Schedule I or II shall require a separate import or export authorization, on a form to be established by the Commission, to be obtained for each such export or import whether it consists of one or more substances.  
(b) Such authorization shall state the international non-proprietary name, or, lacking such a name, the designation of the substance in the Schedule, the quantity to be exported or imported, the pharmaceutical form, the name and address of the exporter and importer, and the period within which the export or import must be effected. If the substance is exported or imported in the form of a preparation, the name of the preparation, if any, shall additionally be furnished. The export authorization shall also state the number and date of the import authorization and the authority by whom it has been issued.



(c) Before issuing an export authorization the Parties shall require an import authorization, issued by the competent authority of the importing country or region and certifying that the importation of the substance or substances referred to therein is approved, and such an authorization shall be produced by the person or establishment applying for the export authorization.

(d) A copy of the export authorization shall accompany each consignment, and the Government issuing the export authorization shall send a copy to the Government of the importing country or region.

(e) The Government of the importing country or region, when the importation has been effected, shall return the export authorization with an endorsement certifying the amount actually imported, to the Government of the exporting country or region.

2. (a) The Parties shall require that for each export of substances in Schedule III exporters shall draw up a declaration in triplicate, on a form to be established by the Commission, containing the following information:

- (i) the name and address of the exporter and importer;
- (ii) the international non-proprietary name, or, failing such a name, the designation of the substance in the Schedule;
- (iii) the quantity and pharmaceutical form in which the substance is exported, and, if in the form of a preparation, the name of the preparation, if any; and
- (iv) the date of despatch.

(b) Exporters shall furnish the competent authorities of their country or region with two copies of the declaration. They shall attach the third copy to their consignment.

(c) A Party from whose territory a substance in Schedule III has been exported shall, as soon as possible but not later than ninety days after the date of despatch, send to the competent authorities of the importing country or region, by registered mail with return of receipt requested, one copy of the declaration received from the exporter.

(d) The Parties may require that, on receipt of the consignment, the importer shall transmit the copy accompanying the consignment, duly endorsed stating the quantities received and the date of receipt, to the competent authorities of his country or region.

3. In respect of substances in Schedules I and II the following additional provisions shall apply:

(a) The Parties shall exercise in free ports and zones the same supervision and control as in other parts of their territory, provided, however, that they may apply more drastic measures.

(b) Exports of consignments to a post office box, or to a bank to the account of a person other than the person named in the export authorization, shall be prohibited.

(c) Exports to bonded warehouses of consignments of substances in Schedule I are prohibited. Exports of consignments of substances in Schedule II to a bonded warehouse are prohibited unless the Government of the importing country certifies on the import authorization, produced by the person or establishment applying for the export authorization, that it has approved the importation for the purpose of being placed in a bonded warehouse. In such case the export authorization shall certify that the consignment is exported for such purpose. Each withdrawal from the bonded warehouse shall require a permit from the authorities having jurisdiction over the warehouse and, in the case of a foreign destination, shall be treated as if it were a new export within the meaning of this Convention.

(d) Consignments entering or leaving the territory of a Party not accompanied by an export authorization shall be detained by the competent authorities.

(e) A Party shall not permit any substances consigned to another country to pass through its territory, whether or not the consignment is removed from the conveyance in which it is carried, unless a copy of the export authorization for consignment is produced to the competent authorities of such Party.

(f) The competent authorities of any country or region through which a consignment of substances is permitted to pass shall take all due measures to prevent the diversion of the consignment to a destination other than that named in the accompanying copy of the export authorization, unless the Government of the country or region through which the consignment is passing authorizes the diversion. The Government of the country or region of transit shall treat any requested diversion as if the diversion were an export from the country or region of transit to the country or region of new destination. If the diversion is authorized, the provisions of paragraph 1 (e) shall also apply between the country or region of transit and the country or region which originally exported the consignment.

(g) No consignment of substances, while in transit or whilst being stored in a bonded warehouse, may be subjected to any process which would change the nature of the substance in question. The packing may not be altered without the permission of the competent authorities.

(h) The provisions of sub-paragraphs (e) to (g) relating to the passage of substances through the territory of a Party do not apply where the consignment in question is transported by aircraft which does not land in the country or region of transit. If the aircraft lands in any such country or region, those provisions shall be applied so far as circumstances require.

(i) The provisions of this paragraph are without prejudice to the provisions of any international agreements which limit the control which may be exercised by any of the Parties over such substances in transit.

#### ARTICLE 13

##### Prohibition of and restrictions on export and import

1. A Party may notify all the other Parties through the Secretary-General that it prohibits the import into its country or into one of its regions of one or more substances in Schedule II, III or IV, specified in its notification. Any such notification shall specify the name of the substance as designated in Schedule II, III or IV.
2. If a Party has been notified of a prohibition pursuant to paragraph 1, it shall take measures to ensure that none of the substances specified in the notification is exported to the country or one of the regions of the notifying Party.
3. Notwithstanding the provisions of the preceding paragraphs, a Party which has given notification pursuant to paragraph 1 may authorize by special import licence in each case the import of specified quantities of the substances in question or preparations containing such substances. The issuing authority of the importing country shall send two copies of the special import licence, indicating the name and address of the importer and the exporter, to the competent authority of the exporting country or region, which may then authorize the exporter to make the shipment. One copy of the special import licence, duly endorsed by the competent authority of the exporting country or region, shall accompany the shipment.

## ARTICLE 14

Special provisions concerning the carriage of psychotropic substances in first-aid kits of ships, aircraft or other forms of public transport engaged in international traffic

1. The international carriage by ships, aircraft or other forms of international public transport, such as international railway trains and motor coaches, of such limited quantities of substances in Schedule II, III or IV as may be needed during their journey or voyage for first-aid purposes or emergency cases shall not be considered to be export, import or passage through a country within the meaning of this Convention.
2. Appropriate safeguards shall be taken by the country of registry to prevent the improper use of the substances referred to in paragraph 1 or their diversion for illicit purposes. The Commission, in consultation with the appropriate international organizations, shall recommend such safeguards.
3. Substances carried by ships, aircraft or other forms of international public transport, such as international railway trains and motor coaches, in accordance with paragraph 1 shall be subject to the laws, regulations, permits and licences of the country of registry, without prejudice to any rights of the competent local authorities to carry out checks, inspections and other control measures on board these conveyances. The administration of such substances in the case of emergency shall not be considered a violation of the requirements of paragraph 1 of article 9.

## ARTICLE 15

Inspection

The Parties shall maintain a system of inspection of manufacturers, exporters, importers, and wholesale and retail distributors of psychotropic substances and of medical and scientific institutions which use such substances. They shall provide for inspections, which shall be made as frequently as they consider necessary, of the premises and of stocks and records.



## ARTICLE 16

Reports to be furnished by the Parties

1. The Parties shall furnish to the Secretary-General such information as the Commission may request as being necessary for the performance of its functions, and in particular an annual report regarding the working of the Convention in their territories including information on:

- (a) important changes in their laws and regulations concerning psychotropic substances; and
- (b) significant developments in the abuse of and the illicit traffic in psychotropic substances within their territories.

2. The Parties shall also notify the Secretary-General of the names and addresses of the governmental authorities referred to in sub-paragraph (f) of article 7, in article 12 and in paragraph 3 of article 13. Such information shall be made available to all Parties by the Secretary-General.

3. The Parties shall furnish, as soon as possible after the event, a report to the Secretary-General in respect of any case of illicit traffic in psychotropic substances or seizure from such illicit traffic which they consider important because of:

- (a) new trends disclosed;
- (b) the quantities involved;
- (c) the light thrown on the sources from which the substances are obtained; or
- (d) the methods employed by illicit traffickers.

Copies of the report shall be communicated in accordance with sub-paragraph (b) of article 21.

4. The Parties shall furnish to the Board annual statistical reports in accordance with forms prepared by the Board:

- (a) in regard to each substance in Schedules I and II, on quantities manufactured, exported to and imported from each country or region as well as on stocks held by manufacturers;
- (b) in regard to each substance in Schedules III and IV, on quantities manufactured, as well as on total quantities exported and imported;
- (c) in regard to each substance in Schedules II and III, on quantities used in the manufacture of exempt preparations; and
- (d) in regard to each substance other than a substance in Schedule I, on quantities used for industrial purposes in accordance with sub-paragraph (b) of article 4.

The quantities manufactured which are referred to in sub-paragraphs (a) and (b) of this paragraph do not include the quantities of preparations manufactured.

5. A Party shall furnish the Board, on its request, with supplementary statistical information relating to future periods on the quantities of any individual substance in Schedules III and IV exported to and imported from each country or region. That Party may request that the Board treat as confidential both its request for information and the information given under this paragraph.

6. The Parties shall furnish the information referred to in paragraphs 1 and 4 in such a manner and by such dates as the Commission or the Board may request.

#### ARTICLE 17

##### Functions of the Commission

1. The Commission may consider all matters pertaining to the aims of this Convention and to the implementation of its provisions, and may make recommendations relating thereto.
2. The decisions of the Commission provided for in articles 2 and 3 shall be taken by a two-thirds majority of the members of the Commission.

#### ARTICLE 18

##### Reports of the Board

1. The Board shall prepare annual reports on its work containing an analysis of the statistical information at its disposal, and, in appropriate cases, an account of the explanations, if any, given by or required of Governments, together with any observations and recommendations which the Board desires to make. The Board may make such additional reports as it considers necessary. The reports shall be submitted to the Council through the Commission, which may make such comments as it sees fit.
2. The reports of the Board shall be communicated to the Parties and subsequently published by the Secretary-General. The Parties shall permit their unrestricted distribution.

## ARTICLE 19

Measures by the Board to ensure the  
execution of the provisions of the Convention

1. (a) If, on the basis of its examination of information submitted by governments to the Board or of information communicated by United Nations organs, the Board has reason to believe that the aims of this Convention are being seriously endangered by reason of the failure of a country or region to carry out the provisions of this Convention, the Board shall have the right to ask for explanations from the Government of the country or region in question. Subject to the right of the Board to call the attention of the Parties, the Council and the Commission to the matter referred to in sub-paragraph (c) below, it shall treat as confidential a request for information or an explanation by a government under this sub-paragraph.

(b) After taking action under sub-paragraph (a), the Board, if satisfied that it is necessary to do so, may call upon the Government concerned to adopt such remedial measures as shall seem under the circumstances to be necessary for the execution of the provisions of this Convention.

(c) If the Board finds that the Government concerned has failed to give satisfactory explanations when called upon to do so under sub-paragraph (a), or has failed to adopt any remedial measures which it has been called upon to take under sub-paragraph (b), it may call the attention of the Parties, the Council and the Commission to the matter.

2. The Board, when calling the attention of the Parties, the Council and the Commission to a matter in accordance with paragraph 1(c), may, if it is satisfied that such a course is necessary, recommend to the Parties that they stop the export, import, or both, of particular psychotropic substances, from or to the country or region concerned, either for a designated period or until the Board shall be satisfied as to the situation in that country or region. The State concerned may bring the matter before the Council.

3. The Board shall have the right to publish a report on any matter dealt with under the provisions of this article, and communicate it to the Council, which shall forward it to all Parties. If the Board publishes in this report a decision taken under this article or any information relating thereto, it shall also publish therein the views of the Government concerned if the latter so requests.

4. If in any case a decision of the Board which is published under this article is not unanimous, the views of the minority shall be stated.

5. Any State shall be invited to be represented at a meeting of the Board at which a question directly interesting it is considered under this article.
6. Decisions of the Board under this article shall be taken by a two-thirds majority of the whole number of the Board.
7. The provisions of the above paragraphs shall also apply if the Board has reason to believe that the aims of this Convention are being seriously endangered as a result of a decision taken by a Party under paragraph 7 of article 2.

#### ARTICLE 20

##### Measures against the abuse of psychotropic substances

1. The Parties shall take all practicable measures for the prevention of abuse of psychotropic substances and for the early identification, treatment, education, after-care, rehabilitation and social reintegration of the persons involved, and shall co-ordinate their efforts to these ends.
2. The Parties shall as far as possible promote the training of personnel in the treatment, after-care, rehabilitation and social reintegration of abusers of psychotropic substances.
3. The Parties shall assist persons whose work so requires to gain an understanding of the problems of abuse of psychotropic substances and of its prevention, and shall also promote such understanding among the general public if there is a risk that abuse of such substances will become widespread.

#### ARTICLE 21

##### Action against the illicit traffic

Having due regard to their constitutional, legal and administrative systems, the Parties shall:

- (a) make arrangements at the national level for the co-ordination of preventive and repressive action against the illicit traffic; to this end they may usefully designate an appropriate agency responsible for such co-ordination;
- (b) assist each other in the campaign against the illicit traffic in psychotropic substances, and in particular immediately transmit, through the diplomatic channel or the competent authorities designated by the Parties for this purpose, to the other Parties directly concerned, a copy of any report addressed to the Secretary-General under article 16 in connexion with the discovery of a case of illicit traffic or a seizure;



(c) co-operate closely with each other and with the competent international organizations of which they are members with a view to maintaining a co-ordinated campaign against the illicit traffic;

(d) ensure that international co-operation between the appropriate agencies be conducted in an expeditious manner; and

(e) ensure that, where legal papers are transmitted internationally for the purpose of judicial proceedings, the transmittal be effected in an expeditious manner to the bodies designated by the Parties; this requirement shall be without prejudice to the right of a Party to require that legal papers be sent to it through the diplomatic channel.

#### ARTICLE 22

##### Penal provisions

1. (a) Subject to its constitutional limitations, each Party shall treat as a punishable offence, when committed intentionally, any action contrary to a law or regulation adopted in pursuance of its obligations under this Convention, and shall ensure that serious offences shall be liable to adequate punishment, particularly by imprisonment or other penalty of deprivation of liberty.

(b) Notwithstanding the preceding sub-paragraph, when abusers of psychotropic substances have committed such offences, the Parties may provide, either as an alternative to conviction or punishment or in addition to punishment, that such abusers undergo measures of treatment, education, after-care, rehabilitation and social reintegration in conformity with paragraph 1 of article 20.

2. Subject to the constitutional limitations of a Party, its legal system and domestic law,

- (a) (i) if a series of related actions constituting offences under paragraph 1 has been committed in different countries, each of them shall be treated as a distinct offence;
- (ii) intentional participation in, conspiracy to commit and attempts to commit, any of such offences, and preparatory acts and financial operations in connexion with the offences referred to in this article, shall be punishable offences as provided in paragraph 1;
- (iii) foreign convictions for such offences shall be taken into account for the purpose of establishing recidivism; and

- (iv) serious offences heretofore referred to committed either by nationals or by foreigners shall be prosecuted by the Party in whose territory the offence was committed, or by the Party in whose territory the offender is found if extradition is not acceptable in conformity with the law of the Party to which application is made, and if such offender has not already been prosecuted and judgement given.

(b) It is desirable that the offences referred to in paragraph 1 and paragraph 2 (a) (ii) be included as extradition crimes in any extradition treaty which has been or may hereafter be concluded between any of the Parties, and, as between any of the Parties which do not make extradition conditional on the existence of a treaty or on reciprocity, be recognized as extradition crimes; provided that extradition shall be granted in conformity with the law of the Party to which application is made, and that the Party shall have the right to refuse to effect the arrest or grant the extradition in cases where the competent authorities consider that the offence is not sufficiently serious.

3. Any psychotropic substance or other substance, as well as any equipment, used in or intended for the commission of any of the offences referred to in paragraphs 1 and 2 shall be liable to seizure and confiscation.

4. The provisions of this article shall be subject to the provisions of the domestic law of the Party concerned on questions of jurisdiction.

5. Nothing contained in this article shall affect the principle that the offences to which it refers shall be defined, prosecuted and punished in conformity with the domestic law of a Party.

#### ARTICLE 23

##### Application of stricter control measures than those required by this Convention

A Party may adopt more strict or severe measures of control than those provided by this Convention if, in its opinion, such measures are desirable or necessary for the protection of the public health and welfare.

## ARTICLE 24

Expenses of international organs incurred in  
administering the provisions of the Convention

The expenses of the Commission and the Board in carrying out their respective functions under this Convention shall be borne by the United Nations in such manner as shall be decided by the General Assembly. The Parties which are not Members of the United Nations shall contribute to these expenses such amounts as the General Assembly finds equitable and assesses from time to time after consultation with the Governments of these Parties.

## ARTICLE 25

Procedure for admission, signature, ratification and accession

1. Members of the United Nations, States not Members of the United Nations which are members of a specialized agency of the United Nations or of the International Atomic Energy Agency or Parties to the Statute of the International Court of Justice,<sup>[1]</sup> and any other State invited by the Council, may become Parties to this Convention:

- (a) by signing it; or
- (b) by ratifying it after signing it subject to ratification; or
- (c) by acceding to it.

2. The Convention shall be open for signature until 1 January 1972 inclusive. Thereafter it shall be open for accession.

3. Instruments of ratification or accession shall be deposited with the Secretary-General.

## ARTICLE 26

Entry into force

1. The Convention shall come into force on the ninetieth day after forty of the States referred to in paragraph 1 of article 25 have signed it without reservation of ratification or have deposited their instruments of ratification or accession.

2. For any other State signing without reservation of ratification, or depositing an instrument of ratification or accession after the last signature or deposit referred to in the preceding paragraph, the Convention shall enter into force on the ninetieth day following the date of its signature or deposit of its instrument of ratification or accession.

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<sup>1</sup> TS 993; 59 Stat. 1055. [Footnote added by the Department of State.]

## ARTICLE 27

Territorial application

The Convention shall apply to all non-metropolitan territories for the international relations of which any Party is responsible except where the previous consent of such a territory is required by the Constitution of the Party or of the territory concerned, or required by custom. In such a case the Party shall endeavour to secure the needed consent of the territory within the shortest period possible, and when the consent is obtained the Party shall notify the Secretary-General. The Convention shall apply to the territory or territories named in such a notification from the date of its receipt by the Secretary-General. In those cases where the previous consent of the non-metropolitan territory is not required, the Party concerned shall, at the time of signature, ratification or accession, declare the non-metropolitan territory or territories to which this Convention applies.

## ARTICLE 28

Regions for the purposes of this Convention

1. Any Party may notify the Secretary-General that, for the purposes of this Convention, its territory is divided into two or more regions, or that two or more of its regions are consolidated into a single region.
2. Two or more Parties may notify the Secretary-General that, as the result of the establishment of a customs union between them, those Parties constitute a region for the purposes of this Convention.
3. Any notification under paragraph 1 or 2 shall take effect on 1 January of the year following the year in which the notification was made.

## ARTICLE 29

Denunciation

1. After the expiry of two years from the date of the coming into force of this Convention any Party may, on its own behalf or on behalf of a territory for which it has international responsibility, and which has withdrawn its consent given in accordance with article 27, denounce this Convention by an instrument in writing deposited with the Secretary-General.
2. The denunciation, if received by the Secretary-General on or before the first day of July of any year, shall take effect on the first day of January of the succeeding year, and if received after the first day of July it shall take effect as if it had been received on or before the first day of July in the succeeding year.
3. The Convention shall be terminated if, as a result of denunciations made in accordance with paragraphs 1 and 2, the conditions for its coming into force as laid down in paragraph 1 of article 26 cease to exist.



## ARTICLE 30

Amendments

1. Any Party may propose an amendment to this Convention. The text of any such amendment and the reasons therefor shall be communicated to the Secretary-General, who shall communicate them to the Parties and to the Council. The Council may decide either:

(a) that a conference shall be called in accordance with paragraph 4 of Article 62 of the Charter of the United Nations [<sup>1</sup>] to consider the proposed amendment; or

(b) that the Parties shall be asked whether they accept the proposed amendment and also asked to submit to the Council any comments on the proposal.

2. If a proposed amendment circulated under paragraph 1 (b) has not been rejected by any Party within eighteen months after it has been circulated, it shall thereupon enter into force. If however a proposed amendment is rejected by any Party, the Council may decide, in the light of comments received from Parties, whether a conference shall be called to consider such amendment.

## ARTICLE 31

Disputes

1. If there should arise between two or more Parties a dispute relating to the interpretation or application of this Convention, the said Parties shall consult together with a view to the settlement of the dispute by negotiation, investigation, mediation, conciliation, arbitration, recourse to regional bodies, judicial process or other peaceful means of their own choice.

2. Any such dispute which cannot be settled in the manner prescribed shall be referred, at the request of any one of the parties to the dispute, to the International Court of Justice for decision.

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<sup>1</sup> TS 993; 59 Stat. 1047. [Footnote added by the Department of State.]

## ARTICLE 32

Reservations

1. No reservation other than those made in accordance with paragraphs 2, 3 and 4 of the present article shall be permitted.
2. Any State may at the time of signature, ratification or accession make reservations in respect of the following provisions of the present Convention:
  - (a) article 19, paragraphs 1 and 2;
  - (b) article 27; and
  - (c) article 31.
3. A State which desires to become a Party but wishes to be authorized to make reservations other than those made in accordance with paragraphs 2 and 4 may inform the Secretary-General of such intention. Unless by the end of twelve months after the date of the Secretary-General's communication of the reservation concerned, this reservation has been objected to by one third of the States that have signed without reservation of ratification, ratified or acceded to this Convention before the end of that period, it shall be deemed to be permitted, it being understood however that States which have objected to the reservation need not assume towards the reserving State any legal obligation under this Convention which is affected by the reservation.
4. A State on whose territory there are plants growing wild which contain psychotropic substances from among those in Schedule I and which are traditionally used by certain small, clearly determined groups in magical or religious rites, may, at the time of signature, ratification or accession, make reservations concerning these plants, in respect of the provisions of article 7, except for the provisions relating to international trade.
5. A State which has made reservations may at any time by notification in writing to the Secretary-General withdraw all or part of its reservations.

## ARTICLE 33

Notifications

The Secretary-General shall notify to all the States referred to in paragraph 1 of article 25:

- (a) signatures, ratifications and accessions in accordance with article 25;
- (b) the date upon which this Convention enters into force in accordance with article 26;
- (c) denunciations in accordance with article 29; and
- (d) declarations and notifications under articles 27, 28, 30 and 32.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this Convention on behalf of their respective Governments.

DONE AT VIENNA, this twenty-first day of February one thousand nine hundred and seventy-one, in a single copy in the Chinese, English, French, Russian and Spanish languages, each being equally authentic. The Convention shall be deposited with the Secretary-General of the United Nations, who shall transmit certified true copies thereof to all the Members of the United Nations and to the other States referred to in paragraph 1 of article 25.

為此,下列代表各秉本國政府正式授與之權,謹簽字於本公約,以昭信守。

公曆一千九百七十一年二月二十一日訂於維也納,正本一份,其中文、英文、法文、俄文及西班牙文各文本同一作準,應存放於聯合國秘書長,其正式副本由秘書長分送聯合國全體會員國及第二十五條第一項所開其他國家。



留提出異議，則該項保留應視為已獲准許。惟並須瞭解者，即曾對該項保留提出異議之國家毋庸對提出該項保留之國家承擔任何因該項保留而涉及之本公約所定法律義務。

四. 凡境內有野生植物之國家，其該植物含有附表壹所列心理旋轉物質，且在傳統上為某種明白確定之小團體用於神道宗教儀式者，得在簽署、批准或加入時，對本公約第七條各項規定提出有關此等植物之保留，惟各項有關國際貿易之規定不在保留之列。

五. 提出保留之國家得隨時以書面通知秘書長撤回其所提保留之全部或一部。

### 第三十三條

#### 通知條款

秘書長應將下列事項通知第二十五條第一項所稱之一切國家：

- (一) 依第二十五條所為之簽署、批准及加入，
- (二) 依第二十六條本公約生效之日期，
- (三) 依第二十九條宣告之退約，及
- (四) 依第二十七條、第二十八條、第三十條及第三十二條所為之聲明及通知。

## 第三十一條

## 有關爭端

一. 兩締約國或兩個以上之締約國間,如對本公約之解釋或適用發生爭端時,應彼此會商,俾以談判、調查、調停、和解、公斷、區域機關之利用、司法程序,或該締約國自行選擇之其他和平方法,求得解決。

二. 依照此種爭端倘不能依照上開之方式解決於爭端兩方中之任何一國作此請求時,應提交國際法院裁決。

## 第三十二條

## 保留條款

一. 除本條第二項、第三項及第四項所規定者外,不得提出任何保留。

二. 任何國家得於簽署、批准或加入時對本公約下列各項規定提出保留:

- (一) 第十九條第一項及第二項,
- (二) 第二十七條及
- (三) 第三十一條。

三. 凡願為締約國但欲獲准另提本條第二項及第四項所定保留以外之其他保留者,得將此種意向通知秘書長。除非在秘書長就此項保留發出通知之日起滿十二個月時,有業已不附批准保留而簽署公約、已批准或加入本公約之國家中三分之一對此項保

土向秘書長交存文書,宣告退約。

二、退約書經秘書長於任何一年之七月一日以前收到者,應於次年一月一日起生效。退約書於七月一日之後收到者,其生效日期與次年七月一日以前收到者同。

三、倘因依第一及第二項退約之結果,第二十六條第一項所規定本公約發生效力之條件不復存在時,本公約應告廢止。

### 第三十條

#### 修正條款

一、任何締約國均得對本公約提出修正案。此項修正案暨理由書應送交秘書長轉致各締約國及理事會。理事會得決定採取下列程序之一：

(一) 依聯合國憲章第六十二條第四項之規定召集會議審議所提議之修正案,或

(二) 查詢各締約國是否接受所提議之修正案,並請其向理事會提出關於此項提議之意見。

二、依本條第一項(二)款所分發之修正案於分發之後十八個月內未受任何締約國反對者,應隨即發生效力。惟所提議之修正案如遭任何締約國反對,理事會得參酌締約國所提具之意見,決定應否召集會議審議此項修正案。

## 第二十七條

## 適用領土

本公約之適用,應及於任何締約國所負責代管國際關係之一切非本部領土,惟依該締約國或關係領土之憲法或習慣須事先徵得該領土之同意者除外。該關係締約國於此除外情形,應儘可能在最短期間,設法徵取該領土之同意,並於徵得同意後通知秘書長,其通知內開之領土應即自秘書長接獲通知之日起適用本公約。至另對不須事先徵得同意之非本部領土,則關係締約國應在簽署、批准或加入之時,即聲明該等領土適用本公約。

## 第二十八條

## 為本公約而設定之區域

- 一. 任何締約國得通知秘書長,為本公約所作之設定,將其領土劃為兩個以上之區域,或將其兩個以上之區域合併為一個區域。
- 二. 兩個以上之締約國得通知秘書長,由於其彼此間成立關稅聯盟之結果,為本公約所作之設定該等締約國合為一個區域。
- 三. 凡依上文第一項或第二項所為之通知,均應於通知後之次年一月一日起生效。

## 第二十九條

## 退約條款

- 一. 本公約生效之日起滿兩年後,任何締約國皆得為本身或代表由其負國際責任而業已撤回依第二十七條所表示同意之領



## 第二十五條

## 締約資格、簽署、批准及加入之程序

一. 聯合國會員國、非聯合國會員國之專門機關或國際原子能總署會員國或國際法院規約當事國、以及經理事會邀請之任何其他國家，得藉下列方式成為本公約締約國：

- (一) 簽署公約，或
- (二) 於簽署後須經批准時批准公約，
- (三) 加入公約。

二. 本公約於一九七二年一月一日前聽由簽署，爾後聽由加入。

三. 批准書或加入書應存放於秘書長。

## 第二十六條

## 生效條款

一. 本公約應自第二十五條第一項所開國家中四十國業已作不附有關批准保留之簽署，或已存放批准書或加入書後之第九十日起生效。

二. 對於其他任何國家之不附有關批准保留而簽署者，或在前項所述國家中最遲簽署或作存放以後，始存放批准書或加入書者，本公約之生效應在該國簽署或作存放後之第九十日。

締約國間已訂或今後可能訂立之引渡條約內應予引渡之罪,在不以條約之存在或互惠為引渡條件之締約國間亦宜承認為應予引渡之罪,但引渡之許可應依受請求之締約國法律為之,又遇主管當局認為罪行未臻嚴重時,該管締約國有權拒絕實行逮捕或引渡。

三. 凡擬用於實施第一項及第二項所稱犯罪行為之任何心理旋轉物質或其他物質及器具悉應緝獲並沒收之。

四. 本條之規定以不違背關係締約國國內法關於管轄問題之規定為限。

五. 本條所指各項犯罪行為應依締約國國內法認定,訴究與處罰之原則不受本條之影響。

### 第二十三條

採行較本公約規定更為嚴格之管制措施

一締約國如認為宜採或必需採取較本公約規定更為嚴格或嚴厲之措施以保障公共衛生與福利時,得採取此等措施。

### 第二十四條

國際管制機關之經費

委員會與管制局各為執行本公約所賦職責之經費應由聯合國依大會決定之方式負擔之。非聯合國會員國之締約國對於此項經費,應按大會隨時與各該國政府商洽後所攤派之公平數額分擔之。

其係出於故意者，悉應作為可科處刑罰之犯罪行為處分之，並應確保其罪行情節重大者受充分刑罰，尤其受徒刑或其他褫奪自由之處分。

- (二) 雖有前項規定，於心理旋轉物質之濫用者犯有上開罪行時，締約國仍得自訂規定，使其依第二十條第一項之規定獲得治療、教育、善後護理、復建並重新與社會融為一體，此可作為判罪或科處刑罰之替代措施，亦可作為科處刑罰之附加措施。

二. 以不違背締約國憲法上限制、法律制度及本國國內法為限，

(一)

- (子) 倘一串構成本條第一項所開罪行之各項關連行為係在若干不同國家境內實施時，應依其每項行為分別論罪，

- (丑) 對任何此等犯罪行為故意參預、共謀實施、實施未遂，及從事與本條所指各項犯罪行為有關之預備行為及財務活動皆屬依第一項規定應罰之罪，

- (寅) 此等犯罪行為在外國判定有案者應予計及，以確定是否累犯，

- (卯) 本國人或外國人犯有上述罪行之情節重大者，應由犯罪地締約國訴究之，如罪犯係在另一締約國領土內發覺，雖經向該國請求引渡而依該國法律不能引渡，且該罪犯尚未受訴究與判決者，應由該所在地締約國訴究之。

- (二) 第一項及第二項(一)款(丑)目所稱各項犯罪行為宜列為各

## 第二十一條

## 取締非法產銷之行動

在適當顧及其本國憲法、法律及行政制度之情形下，各締約國應：

- (一) 就防止及查禁非法產銷之行動，在全國之範圍內設法協調，締約國為此目的得指定一主管機關負責此項協調以利事功；
- (二) 相互協助共同取締心理旋轉物質之非法產銷，且尤應就查悉非法產銷或緝獲案件，立即向其他各直接關係締約國經由外交途徑遞送依第十六條規定送致秘書長之任何報告書副本；
- (三) 相互密切合作並與其所參加之主管國際組織密切合作，以經常協力取締非法產銷；
- (四) 確保各主管機關間之國際合作以迅速方式進行，並
- (五) 確保為司法案件在國際間遞送法律文書時，其遞送應以迅速方式向締約國指定之機關為之，此項規定應不損及一締約國要求將法律文書循外交途徑遞送該國之權利。

## 第二十二條

## 罰則

一、

- (一) 以不違背締約國本國憲法上之限制為限，每一締約國對於違反為履行本公約義務所訂法律或規章之任何行為，



方面之意見應予敘明。

五. 任何國家對管制局會議依本條所議之問題直接關心者,應被邀派代表列席該會議。

六. 管制局依本條所作決議應以全體委員三分之二多數同意為之。

七. 管制局如有理由認為因某一國家依第二條第七項規定採取決定之結果致本公約宗旨大受妨害時,上文各項規定亦應適用之。

## 第二十條

### 防止濫用心理旋轉物質之措施

一. 各締約國應採取一切可行措施,以防止心理旋轉物質濫用,並對關係人早作鑑別、治療、教育、善後護理、復建並使之重新與社會融為一體。各締約國並應協力達此目的。

二. 在使心理旋轉物質濫用者獲得治療、善後護理、復建及重新與社會融為一體方面,各締約國應盡可能促進有關工作人員之訓練。

三. 各締約國應協助因工作需要瞭解心理旋轉物質之濫用暨其防止問題者獲此瞭解,並應於此種物質濫用情事有蔓延危險時,促進一般民眾之此種瞭解。

未曾施行本公約之規定,致本公約宗旨大受妨害時,該局有權請該國家或區域之政府提出解釋。管制局除有權提請締約國理事會及委員會注意本項(三)款所稱情事外,該局對於其依本款向政府索取情報資料或解釋之請求,應守秘密。

- (二) 管制局在依本項(一)款採取行動後,如認為確有必要時,得促請關係政府採取在實際情況下為執行本公約規定所認為必要之救濟辦法。
- (三) 如管制局斷定關係政府雖經依本項(一)款請其解釋而未曾提出使其滿意之解釋,或雖經依本項(二)款請其採取救濟辦法而未曾照辦時,則該局得將此情事提請締約國理事會及委員會注意。

二. 管制局於依照本條第一項(三)款提請締約國理事會及委員會注意某一情事時,如認為此舉確係必要,得建議締約國停止自關係國家或區域輸入某種心理旋轉物質或停止向該國或區域輸出該種物質,或兩者均予停止,停止期限或予明定,或至管制局對該國或該區域內之情況認為滿意時為止。關係國家得將此事提出於理事會。

三. 管制局應有權就其依本條規定所處理之任何情事發表報告書,送致理事會,由理事會轉致所有各締約國。如管制局在此報告書中公布其依本條所為之決議或有關該項決議之任何情報,則遇關係政府請求時並應在報告書中將該政府之意見公布。

四. 管制局依本條所公布之決議倘係未經一致同意,則少數

## 第十七條

## 委員會之職責

- 一 委員會得審議一切有關本公約目標暨其各項規定實施之事項並提具有關建議。
- 二 委員會依本公約第二條與第三條之規定有所決議概應以委員會委員三分二之多數為之。

## 第十八條

## 管制局報告書

- 一 管制局應擬具關於其工作之常年報告書，內載其所具統計資料之分析，並於有政府提出或依請求提出任何說明時，斟酌適當情形，將其內容連同管制局所欲提出之任何意見與建議一併載列。管制局得提具其認屬必要之此種增列報告書。此等報告書應經由委員會提交理事會，委員會得提出其認為適當之意見。
- 二 管制局報告書應分送各締約國並嗣後由秘書長發表。各締約國應准予無限制分發。

## 第十九條

## 確保執行本公約規定之管制局措施

- 一.
  - (一) 管制局於審查各國政府依本公約規定向該局提出之情報資料或聯合國各機關所送達關於此等規定範圍內所發生問題之情報資料後，如有理由認為某一國家或區域

(四) 非法產銷人所使用之方法,

而認為情節重大者,事後向秘書長儘速提具報告。此項報告之副本應依第二十一條(一)款之規定分送之。

四. 各締約國應依管制局擬定之格式向管制局提具常年統計報告,內列:

- (一) 就附表壹與附表貳內每項物質而言,關於製造,向每一國家或區域輸出暨從其輸入之數量,以及製造人所存之貯存量,
- (二) 就附表叁與附表肆內每項物質而言,關於製造之數量,以及輸出與輸入之總量,
- (三) 就附表貳與附表叁內每項物質而言,關於用以製造豁免管制製劑之數量,及
- (四) 就附表壹以外物質之每項物質而言,依第四條(一)款規定所應列入之工業目的使用數量。

又本項(一)款及(二)款所開之製造數量不包括製劑之製造數量。

五. 締約國如經管制局請求,應即循請在未來期間,將有關附表叁與附表肆內任一物質向每一國家或區域輸出暨從其輸入之補充統計資料供與管制局。該締約國得請管制局將該局所作提供資料之請求以及依本項規定所提供之資料均作為保密事項處理之。

六. 各締約國應依委員會或管制局所請求之方式與期限提供本條第一項與第四項所指之資料。



## 第十五條

## 檢查

各締約國應對心理旋轉物質之製造人、輸出人與輸入人暨批發人與零售分配人以及使用此種物質之醫學與科學院所保有一種檢查制度，並應對有關房地貯存品及紀錄規定辦法作其認為必要之經常檢查。

## 第十六條

## 締約國提供之報告書

一、各締約國應向秘書長提具委員會得為執行職務所請提供之必要情報資料，並尤應提具關於本公約在其領土內實施情形之常年報告書，包括載入下列情報資料：

- (一) 其有關心理旋轉物質各項法律與規章之重要修改，及
- (二) 其有關心理旋轉物質在其領土內濫用與非法產銷之重大發展。

二、各締約國並應將第七條六款第十二條暨第十三條第三項所指各政府當局之名稱與地址通知秘書長。此等情報資料應由秘書長供所有締約國運用。

三、各締約國應就心理旋轉物質之任何非法產銷或此種非法產銷之緝獲案件，因：

- (一) 其所揭露之新趨向，
- (二) 其所涉及之數量，
- (三) 其對此種物質取得來源所顯示之線索，或因

有關物質或含有此等物質之製劑。輸入國發照機關應將載明輸出入與輸入人名號與地址之特別輸入執照副本一式兩份檢送輸出國家或輸出區域之主管當局，然後該主管當局方得准許輸出入啟運貨品。所運貨品應附有經輸出國家或輸出區域主管當局照章加簽之特別輸入執照副本一份。

#### 第十四條

關於行駛國際間船舶航空器或其他各種公共交通

工具上急救箱內攜帶心理旋轉物質之特別規定

一、凡船舶航空器或其他各種國際公共交通工具如國際鐵路火車或長途汽車等，在國際間攜帶航程中救護或緊急情況所需有限數量之附表貳、附表叁或附表肆內物質，應不視為本公約所指輸出、輸入或過境。

二、有關登記國應採適當防備辦法，以杜第一項所稱物質之不當使用或流於非法用途。委員會應洽商主管國際組織，提出此種防備辦法之建議。

三、船舶航空器或其他各種國際公共交通工具如國際鐵路火車或長途汽車等依第一項規定所攜帶之物質應受其登記國法律、規章、許可證及執照之管制，惟此不礙及主管地方當局在此等交通工具上實行查核、檢查及其他管制措施之任何權利。此等物質為急救而施用應不得視為違反第九條第一項之規定。

即應在過境國家或過境區域與貨品原輸出國家或區域之間同樣適用。

- (七) 交運之各項物質，在運輸途中或寄存保稅倉庫期間，概不得以任何方法改變性質。其包裝非經主管當局許可亦不得有所改動。
- (八) 有關貨品由未過境國家或過境區域降落之航空器運輸者不適用本項(五)至(七)各款關於此等物質在一締約國領土過境之規定。如該航空器在任何此等國家或區域降落時，則各該款規定之適用應視情況需要酌定之。
- (九) 本項規定不礙及任何國際協定限制任何締約國對此等過境物質所得施行管制之規定。

### 第十三條

#### 禁止及限制輸出與輸入

一. 一締約國得經由秘書長通知所有其他締約國禁止其通知中所開之附表貳、附表參或附表肆內一種或多種物質向其本國或其區域之一輸入。任何此種通知，概應開示附表貳、附表參或附表肆所列之有關物質名稱。

二. 一締約國於接獲依第一項規定所作之禁止通知後，應採取措施，確保該項通知所開物質不向發出通知之締約國或其區域輸出。

三. 雖有上開各項規定，一締約國於業已依照第一項規定發出通知後，仍得每次分別核發特別輸入執照，准許輸入特定數量之

- (二) 將貨品運交郵政信箱或運交銀行存入非輸出准許證所指明收貨人帳戶之輸出,概應禁止。
- (三) 對交運之附表壹內物質禁止向保稅倉庫輸出。對交運之附表貳內物質亦禁止向保稅倉庫輸出,但聲請輸出准許證之人或機構所呈繳之輸入證經輸入國政府註明准為寄存保稅倉庫而輸入者,不在此限。遇此情形輸出准許證應證明該項貨品係為此目的輸出。每次自保稅倉庫提貨均須憑該倉庫之管轄當局所發之許可證,且所提貨品之運往外國者,應作為另一次本公約所稱之輸出處理。
- (四) 運出或運入一締約國領土之貨品未檢附輸出准許證者,應由主管當局扣留之。
- (五) 一締約國對於通過其國境運往另一國家之任何物質,不論在過境時已從其裝運工具移出與否,除非向該締約國主管當局繳驗所運貨品之輸出准許證副本,應一律不准放行。
- (六) 准許心理旋轉物質貨品過境之任何國家或區域,其主管當局應照章採取一切適當措施,防止此項貨品運往其隨附之輸出准許證副本所列目的地以外地點,但其轉運業經過境國家或過境區域之政府核准者,不在此限。過境國家或過境區域之政府對於任何轉運請求概應視同自該過境國家或該過境區域向新目的地國家或區域之輸出處理之。該項轉運如經核准,本條第一項(五)款之規定



一.

- (一) 各締約國應規定輸出入每次輸出附表叁內所列物質均須填具由委員會訂定之申報書一式三份,內載下列情報資料:
  - (子) 輸出入與輸入人之名號與地址,
  - (丑) 有關物質之國際非專用名稱,或於無此種名稱時附表內之名稱,
  - (寅) 有關輸出物質之數量與藥型,且於其係製劑而有名稱時,該製劑之名稱,及
  - (卯) 交運日期,
- (二) 輸出入應將申報書副本一式兩份繳送其本國或區域之主管當局,並檢附第三份副本於交運之貨品,
- (三) 一締約國應於附表叁內物質業已自其領土輸出時,儘速而不遲於交運日期之後九十日將自輸出入所收到之申報書副本一份,以雙掛號郵寄輸入國或輸入區域之主管當局,
- (四) 各締約國得規定輸入人於收到有關貨品時須將交運貨品所附之申報書副本經照章加簽,註明所收數量及收受日期後,送致其本國或區域之主管當局。

三. 就附表壹與附表貳內各項物質而言,應並適用下開之附加規定:

- (一) 在自由港區,各締約國應施行與其領土其他部分相同之監督及管制,惟仍得採行更嚴格之措施。

## 第十二條

## 關於國際貿易之規定

一.

- (一) 凡准許輸出或輸入附表壹或附表貳所列物質之每一締約國應規定每次為此種輸出或輸入,不論其包括一種或多種物質,均須分別領取由委員會規定之輸出或輸入准許證。
- (二) 此項准許證應載明有關物質之國際非專用名稱,或於無此種名稱時載明附表內所用名稱,且載明將予輸出或輸入之數量、藥型、輸出人或輸入人之名號與地址及輸出或輸入之期限。如輸出或輸入之物質為製劑,其有名稱者並應加列其名稱。輸出准許證並應載明有關輸入准許證之號碼、日期及發證機關。
- (三) 締約國在核發輸出准許證前,應規定繳驗輸入國家或輸入區域主管當局所核發之輸入證以證明內載之一種或多種物質之輸入業經核准,此項准許證應由聲請輸出准許證之人或機構繳驗。
- (四) 每批貨品均應附有輸出准許證之副本一份,核發輸出准許證之政府且應將一份副本送致輸入國家或輸入區域之政府。
- (五) 輸入國家或輸入區域之政府於有關輸入辦妥後,應在輸出准許證上加簽,證明實際輸入之數量,以之送還輸出國家或輸出區域之政府。

他依第七條奉准進行此等物質之貿易及分配業務者須遵每一締約國所作規定備存紀錄,列載製造數量及貯存數量之細節,並按每次取得與處置,列載數量、日期、供應人及收受人各項細節。

二. 就附表貳及附表叁內物質而言,各締約國應規定製造人、批發人、輸出人及輸入人須遵每一締約國所作規定備存紀錄,列載製造數量之細節,並按每次取得與處置列載數量、日期、供應人及收受人各項細節。

三. 就附表貳內物質而言,各締約國應規定零售分配人、醫療與護理機構及科學院所須遵每一締約國所作規定備存紀錄,按每次取得與處置,列載數量、日期、供應人及收受人各項細節。

四. 各締約國應以適當方法,並計及本國專業與貿易習慣,確保有關零售分配人、醫療與護理機構及科學院所取得與處置附表叁內物質之情報可隨時備查。

五. 就附表肆內物質而言,各締約國應規定製造人、輸出人及輸入人須遵每一締約國所作規定備存紀錄,列載製造、輸出及輸入之數量。

六. 各締約國應規定依第三條第三項規定豁免管制製劑之製造人應備存紀錄,載明製造豁免管制製劑所用每一種心理旋轉物質之數量與用以製成之豁免管制製劑之性質、總量及其初步處置情形。

七. 各締約國應確保本條所稱紀錄與情報,其依第十六條規定為報告書所需要者,應至少保存兩年。

處方始得供應或配給個人使用,但個人依法奉准執行醫療或科學職務所可合法取得、使用、配給或施用各該物質者,不在此限。

二. 各締約國應採取措施,以確保附表貳、附表參及附表肆內各項物質之處方係依正當醫療業務並遵保障公共衛生與福利之規章,尤其有關處方可作重配次數與處方有效期間之規章而簽發。

三. 雖有第一項之規定,各締約國如認為當地情況有此需要,且在其所定包括備存紀錄在內之各項條件下,仍得授權領有執照之藥劑師或由負責其全國或國內部分地區公共衛生事務當局所指定之其他領有執照之零售分配人酌量不憑處方,將締約國所定限量範圍內之少量附表參與附表肆內物質,供應個人於特殊情形下作醫療目的之使用。

### 第十條

#### 包裝上之警語及廣告

一. 每一締約國應參照世界衛生組織之任何有關規章或建議,規定製備其認為使用人安全所必需之心理旋轉物質使用方法說明,包括將注意事項及警語,於可在其零售包裝之標籤上載明時載明於標籤,且在任何情形下均應在隨附之仿單上作此載明。

二. 每一締約國應在適當顧及其憲法規定之情形下禁止利用廣告向公眾推銷心理旋轉物質。

### 第十一條

#### 紀錄

一. 就附表壹內物質而言,各締約國應規定製造人及所有其



於附表貳內物質之輸出與輸入須憑許可證之規定對附表壹內物質亦適用之。

## 第八條

### 執照

一 各締約國應規定附表貳、附表叁及附表肆內所列物質之製造、貿易（包括輸出及輸入貿易）及分配須憑執照或受其他類似措施管制。

二 各締約國應：

- (一) 管制所有依法奉准進行或從事第一項所指物質之製造、貿易（包括輸出及輸入貿易）及分配業務之人及企業，
- (二) 憑核發執照或其他類似管制措施管制可能進行此種製造、貿易或分配業務之機構及房地，
- (三) 規定對此等機構及場地採取安全措施以防止貯存品被竊盜或作其他挪移。

三 本條第一項及第二項有關執照或其他類似管制措施之規定毋需適用於依法奉准執行而又正在執行醫療或科學職務者。

四 各締約國應規定凡依本公約規定領有執照者或依本條第一項或第七條(二)款規定另奉核准者，均應具備有效忠實履行依本公約所制定各項法律及規章條款之充分資格。

## 第九條

### 處方

一 各締約國應規定附表貳、附表叁及附表肆內之物質惟憑

## 第六條

## 特別管理機關

每一締約國為實施本公約之規定,允宜設置並維持一特別管理機關,該機關可因利就便即為依各項管制麻醉品公約規定所設置之同一特別管理機關或為與之密切合作之機關。

## 第七條

## 關於附表壹內物質之特別規定

就附表壹內物質而言,各締約國應:

(一) 禁止其一切使用,但受締約國政府直接管制或由其特別核准之醫學與科學機構內依法奉准人員為科學及甚有限之醫學目的所作之使用,不在此限。

(二) 規定其製造、貿易、分配及持有須憑特別執照或事先領有許可證,

(三) 規定對(一)款及(二)款所開活動與行為之嚴密監察辦法,

(四) 規定向依法奉准人員之供應限於其所奉准目的之需要數量,

(五) 規定凡使用此等物質執行醫學或科學業務者應備存紀錄,列載此等物質之取得及其使用詳情,此等紀錄自其所載最後一次使用日期起須至少保存兩年,並

(六) 禁止其輸出與輸入,但於輸出入與輸出入雙方分別係輸出與輸入國家或區域之主管或其他機關或其國家或區域之主管當局為此目的特許之人或企業時,不在此限。第十二條第一項關

## 第四條

## 關於管制範圍之其他特別規定

就附表壹以外各種心理旋轉物質而言,各締約國得准許:

- (一) 國際旅客攜帶少量製劑供個人使用,惟每一締約國自仍有權查明此等製劑確經合法取得,
- (二) 在工業上使用此等物質以製造非心理旋轉物質或產品,惟在各該心理旋轉物質實際上已處於不致濫用或無法收回之狀態前,仍須施用本公約所規定之管制措施,及
- (三) 由主管當局特准使用此等物質捕捉動物者為此目的作此使用,惟仍須施用本公約所規定之各項管制措施。

## 第五條

## 專供醫學與科學用途之限定

- 一. 每一締約國均應依第七條規定對附表壹內物質限定使用。
- 二. 除第四條另有規定外,每一締約國均應採其認屬適當之措施,對附表貳、附表叁及附表肆內各種物質之製造、輸出、輸入、分配、貯存、貿易、使用及持有,限定其專供醫學與科學用途。
- 三. 各締約國對附表貳、附表叁及附表肆內各項物質之持有,除依法許可者外,宜不予准許之。

(六) 第二十一條(罰則)視必要程度適用於取締違反因履行

上述義務所訂法律或規章之行為。

締約國應將任何此種決定、有關豁免管制之製劑名稱與成分、及對該製劑豁免之管制措施一併通知秘書長。秘書長應將該項通知轉送其他各締約國、世界衛生組織及管制局。

四. 一締約國或世界衛生組織倘有關於依上文第三項規定豁免管制之一種製劑之情報資料,從而依其意見認須全部或部分終止該項豁免時,應即以之通知秘書長,並檢送其通知所依據之情報資料。秘書長應將此項通知及認屬有關之任何情報資料轉送各締約國及委員會,且於有關通知係由締約國提出時以之轉送世界衛生組織。世界衛生組織應將其就有關第二項所開各事項而對有關製劑所作之判斷,連同其就該製劑應終止豁免之管制措施而提具之任何建議,一併通知委員會。世界衛生組織對於有關醫學與科學事項之判斷應具決定性,委員會得計及世界衛生組織之有關通知,並念及其認屬有關之經濟社會、法律、行政暨其他因素,決定對該製劑予以任何管制措施之豁免或全部豁免。委員會依本項規定所作之任何決定均應由秘書長通知聯合國全體會員國、非會員國之本公約締約國、世界衛生組織及管制局。全體締約國均應自秘書長通知日起計一百八十日之內採取措施,終止對有關各項管制或某種管制之豁免。



九. 對凡屬不在本公約範圍之內而可用以非法製造心理旋轉物質之各種物質,各締約國均應盡其最大努力採取可行之監督措施。

### 第三條

#### 製劑管制之特別規定

一. 除本條下開各項另有規定外,對製劑適用與其所含心理旋轉物質相同之管制措施,倘製劑含有一種以上之此種物質時,則施行各該物質中所適用之最嚴格管制措施。

二. 倘一製劑含有附表壹以外之一種心理旋轉物質,而其配合方法並無濫用危險或僅有微不足道之危險且該項物質不能隨時藉輕易方法收回易滋濫用之數量,故不引起公共衛生與社會之問題時,本公約所規定之若干管制措施得對該製劑依下開第三項之規定豁免之。

三. 一締約國如就某一製劑依前項規定有所認定,得決定在其本國或其所屬區域之一對該製劑豁免本公約所規定之任何或全部管制措施,但下開各項規定除外:

- (一) 第八條(執照)適用於製造之規定,
- (二) 第十一條(紀錄)適用於對製劑豁免管制之規定,
- (三) 第十三條(禁止及限制輸出與輸入),
- (四) 第十五條(檢查)適用於製造之規定,
- (五) 第十六條(締約國提供之報告書)適用於對製劑豁免管制之規定,及

- (四) 已就某一前此未受管制物質增列附表肆內事提出此項通知之締約國應：
- (子) 依第八條規定製造、貿易及分配須憑執照，
- (丑) 履行第十三條所定有關禁止並限制輸出與輸入之各項義務，並
- (寅) 依第二十二條之規定採取措施，對違反各項因遵行上述各項義務所訂法律或規章之行為加以取締。
- (五) 已就某一物質改列定有較嚴管制與義務之附表事提出此項通知之締約國，應對該項物質，最低限度施用本公約內適用於其所移出附表內物質之全部規定。
- 八.
- (一) 委員會依本條規定所作成之決定，遇任一締約國於接獲決定通知後一百八十日內提出請求時，應由理事會覆核。其覆核請求應連同所依據之全部有關情報資料一併送致秘書長。
- (二) 秘書長應將覆核請求及有關情報資料之副本轉送委員會、世界衛生組織及全體締約國，請其於九十日內提出評議。所接獲之一切評議概應提請理事會審議。
- (三) 理事會得認可、變更或取消委員會之決定。理事會所作之決定應通知聯合國全體會員國、非會員國之本公約締約國、委員會、世界衛生組織及管制局。
- (四) 以不違反第七項之規定為限，在覆核尚無決定前，委員會之原來決定應繼續有效。

(二) 已就某一前此未受管制物質增列於附表貳內事提出此項通知之締約國應：

- (子) 依第八條規定製造、貿易與分配須憑執照，
- (丑) 依第九條規定供應或配發須憑處方，
- (寅) 履行第十二條所定有關輸出與輸入之各項義務，惟對另一業已就關係物質提出此項通知之締約國可不履行該等義務，
- (卯) 履行第十三條所定有關禁止並限制輸出與輸入之各項義務，
- (辰) 依第十六條第四項(一)款、(三)款及(四)款之規定，將統計報告供與管制局，並
- (巳) 依第二十二條之規定採取措施，對違反各項因履行上述義務所訂法律或規章之行為加以取締，
- (三) 已就某一前此未受管制物質增列附表叁內事提出此項通知之締約國應：

- (子) 依第八條規定製造、貿易與分配須憑執照，
- (丑) 依第九條規定供應或配發須憑處方，
- (寅) 履行第十二條所定有關輸出與輸入之各項義務，惟對另一業已就關係物質提出此項通知之締約國可不履行該等義務，
- (卯) 履行第十三條所定有關禁止並限制輸出與輸入之各項義務，並
- (辰) 依第二十二條之規定採取措施，對違反各項因履行上述義務所訂法律或規章之行為加以取締，

七. 委員會依據本條規定所作任何決定均應由秘書長通知聯合國全體會員國、非會員國之本公約締約國、世界衛生組織及管制局。此項決定對每一締約國而言，應於此項通知之日起一百八十日後充分生效，但任何締約國如於該期限內，就增列或改列某一物質於附表叁或附表肆之決定，向秘書長遞送書面通知，表示由於特殊情形無法就該物質實施本公約適用於該附表內各項物質之全部規定者，不在此限。此種通知應說明採取此項非常行動之理由。每一締約國雖經遞送其此項通知，最低限度仍應施用下列各項管制措施：

- (一) 已就某一前此未受管制物質增列附表壹內事提出此項通知之締約國應儘量計及第七條所列舉之各項特別管制措施，並應就該項物質：
- (子) 依第八條規定附表貳內各項物質之製造、貿易及分配須憑執照，
- (丑) 依第九條規定附表貳內各項物質之供應或配發須憑處方，
- (寅) 履行第十二條所定有關輸出與輸入之各項義務，惟對另一業已就關係物質提出此項通知之締約國可不履行該等義務，
- (卯) 履行第十三條所定對附表貳內物質禁止並限制輸出與輸入之各項義務，
- (辰) 依第十六條第四項(一)款之規定，將統計報告供與管制局，並
- (巳) 依第二十二條之規定採取措施，對違反各項因履行上述義務所訂法律或規章之行為加以取締。



- (甲) 成癮之依藥性與
- (乙) 中樞神經系統之興奮或抑鬱,以致造成幻覺,或對動作機能,或對思想,或對行為,或對感覺,或對情緒之擾害,或
- (丙) 與附表壹、附表貳、附表叁或附表肆內物質之同樣濫用與同樣惡果,以及
- (二) 業已有充分證據,證明有關物質正被濫用或可能被濫用,從而構成公共衛生與社會之問題,故須將該項物質置於國際管制之下時,

則世界衛生組織應將對該項物質所作之判斷,包括其濫用之範圍與可能,其危害公共衛生與社會問題之嚴重程度,以及該項物質在醫藥治療上所具效用之大小,連同依據其判斷認為宜就有關管制措施提具之任何適當建議,一併通知委員會。

五. 世界衛生組織對於有關醫學與科學事項之判斷應具決定性,委員會得計及世界衛生組織之有關通知,並念及其認屬有關之經濟、社會、法律、行政暨其他因素,將有關物質增列附表壹、附表貳、附表叁或附表肆。委員會且得向世界衛生組織或其他適當來源索取進一步之情報資料。

六. 如有一依第一項規定之通知係就一種業已列載一附表之物質而發,世界衛生組織應即將其新認定,依第四項規定得對該項物質所作之新判斷,以及其依此新判斷認屬適當之任何有關管制措施之新建議一併通知委員會。委員會得依第五項規定,計及世界衛生組織之該項通知,並念及第五項所開之各項因素,決定將該項物質自某一附表改列另一附表,或將該項物質自各附表中剔除之。

- (+) 稱「非法產銷」者，謂違反本公約各項規定從事心理旋轉物質之製造或販運。
- (+) 稱「區域」者，謂就本公約而言，依第二十八條規定作為個別單位處理之一國任何部分。
- (+) 稱「房地」者，謂建築物或其各部分，包括所屬土地在內。

## 第二條

### 物質之管制範圍

一 一締約國或世界衛生組織倘有關於某一尚未受國際管制之物質之情報資料，而認為有將該物質增列於本公約任一附表內之需要時，應通知秘書長並附送其通知所依據之情報資料。如一締約國或世界衛生組織獲有情報資料顯示須將某一物質自某一附表改列另一附表，或將某一物質自附表中剔除時，亦適用上述程序。

二 秘書長應將此項通知及其認為有關之任何情報資料轉送各締約國及委員會，且於此項通知係由締約國提出時，亦以之轉送世界衛生組織。

三 倘此項通知所附送之情報資料顯示有關物質宜依本條第四項規定列入本公約附表壹或附表貳時，各締約國應參酌現有一切有關情報資料，審查可否將適用於附表壹或附表貳內各項物質之一切管制措施斟酌暫行適用於該項有關物質。

四 倘世界衛生組織認定：

- (一) 有關物質具有性能引起
- (子)

## 第一條

## 用語

本公約內之各項用語,除另經指明或按上下文義須另作解釋者外,其意義如下:

- (一) 稱「理事會」者,謂聯合國經濟暨社會理事會。
- (二) 稱「委員會」者,謂理事會下轄之麻醉品委員會。
- (三) 稱「管制局」者,謂一九六一年麻醉品單一公約所規定設置之國際麻醉品管制局。
- (四) 稱「秘書長」者,謂聯合國秘書長。
- (五) 稱「心理旋轉物質」者,謂附表壹、附表貳、附表叁或附表肆內之任何天然或合成物質或任何天然材料。
- (六) 稱「製劑」者,謂:
  - (一) 任何不論其物理狀態為何,而含有一種或多種心理旋轉物質之混合物或溶劑,或
  - (二) 已成劑型之一種或多種心理旋轉物質。
- (七) 稱「附表壹」、「附表貳」、「附表叁」及「附表肆」者,謂附於本公約後依第二條規定修訂之各該號心理旋轉物質表。
- (八) 稱「輸出」及「輸入」者,謂各依其本義,將心理旋轉物質自一國實際移轉至他國。
- (九) 稱「製造」者,謂所有可能藉以取得心理旋轉物質之過程,包括精煉以及將心理旋轉物質轉變為他種心理旋轉物質等之過程,該製造一詞亦包括心理旋轉物質製劑之配製,惟調配所憑處方所作之配製不在此列。

## 心理旋轉物質公約

### 序文

各締約國，

關懷人類之健康與福利，

察及因濫用某等心理旋轉物質而起之公共社會問題，至表關切，

決心預防並制止該等物質之濫用暨從而引起之非法產銷，

認為必須採取強力措施，將該等物質之使用限於合法用途，

確認心理旋轉物質在醫學與科學用途上不可或缺，且其備供此種用途應不受不當限制，

深信有效之防杜濫用心理旋轉物質措施需有協調及普遍行動，

承認聯合國在心理旋轉物質管制方面之職權，並欲將各關係國際機關置於該組織體系之內，

確認必需有一國際公約以達此目的，

爰議定條款如下：



## CONVENIO SOBRE SUSTANCIAS SICOTROPICAS

## PREAMBULO

Las Partes,

Preocupadas por la salud física y moral de la humanidad,

Advirtiendo con inquietud los problemas sanitarios y sociales que origina el uso indebido de ciertas sustancias sicotrópicas,

Decididas a prevenir y combatir el uso indebido de tales sustancias y el tráfico ilícito a que da lugar,

Considerando que es necesario tomar medidas rigurosas para restringir el uso de tales sustancias a fines lícitos,

Reconociendo que el uso de sustancias sicotrópicas para fines médicos y científicos es indispensable y que no debe restringirse indebidamente su disponibilidad para tales fines,

Estimando que, para ser eficaces, las medidas contra el uso indebido de tales sustancias requieren una acción concertada y universal,

Reconociendo la competencia de las Naciones Unidas en materia de fiscalización de sustancias sicotrópicas y deseosas de que los órganos internacionales interesados queden dentro del marco de dicha Organización,

Reconociendo que para tales efectos es necesario un convenio internacional,

Convienen en lo siguiente:

## ARTICULO 1

Términos empleados

Salvo indicación expresa en contrario o que el contexto exija otra interpretación, los siguientes términos de este Convenio tendrán el significado que seguidamente se indica:

- a) Por "Consejo" se entiende el Consejo Económico y Social de las Naciones Unidas.
- b) Por "Comisión" se entiende la Comisión de Estupefacientes del Consejo.
- c) Por "Junta" se entiende la Junta Internacional de Fiscalización de Estupefacientes establecida en la Convención Unica de 1961 sobre Estupefacientes.
- d) Por "Secretario General" se entiende el Secretario General de las Naciones Unidas.
- e) Por "sustancia sicotrópica" se entiende cualquier sustancia, natural o sintética, o cualquier material natural de la Lista I, II, III o IV.
- f) Por "preparado" se entiende:
  - i) toda solución o mezcla, en cualquier estado físico, que contenga una o más sustancias sicotrópicas, o
  - ii) una o más sustancias sicotrópicas en forma dosificada.
- g) Por "Lista I", "Lista II", "Lista III" y "Lista IV" se entiende las listas de sustancias sicotrópicas que con esa numeración se anexan al presente Convenio, con las modificaciones que se introduzcan en las mismas de conformidad con el artículo 2.
- h) Por "exportación" e "importación" se entiende, en sus respectivos sentidos, el transporte material de una sustancia sicotrópica de un Estado a otro Estado.
- i) Por "fabricación" se entiende todos los procesos que permitan obtener sustancias sicotrópicas, incluidas la refinación y la transformación de sustancias sicotrópicas en otras sustancias sicotrópicas. El término incluye asimismo la elaboración de preparados distintos de los elaborados con receta en las farmacias.
- j) Por "tráfico ilícito" se entiende la fabricación o el tráfico de sustancias sicotrópicas contrarios a las disposiciones del presente Convenio.
- k) Por "región" se entiende toda parte de un Estado que, de conformidad con el artículo 28, se considere como entidad separada a los efectos del presente Convenio.
- l) Por "locales" se entiende los edificios o sus dependencias, así como los terrenos anexos a los mismos.

## ARTICULO 2

Alcance de la fiscalización de las sustancias

1. Si alguna de las Partes o la Organización Mundial de la Salud tuvieran información acerca de una sustancia no sujeta aún a fiscalización internacional que a su juicio exija la inclusión de tal sustancia en cualquiera de las Listas del presente Convenio, harán una notificación al Secretario General y le facilitarán información en apoyo de la misma. Este procedimiento se aplicará también cuando alguna de las Partes o la Organización Mundial de la Salud tengan información que justifique la transferencia de una sustancia de una de esas Listas a otra o la eliminación de una sustancia de las Listas.

2. El Secretario General transmitirá esa notificación y los datos que considere pertinentes a las Partes, a la Comisión y, cuando la notificación proceda de una de las Partes, a la Organización Mundial de la Salud.

3. Si los datos transmitidos con la notificación indican que la sustancia es de las que conviene incluir en la Lista I o en la Lista II de conformidad con el párrafo 4, las Partes examinarán, teniendo en cuenta toda la información de que dispongan, la posibilidad de aplicar provisionalmente a la sustancia todas las medidas de fiscalización que rigen para las sustancias de la Lista I o de la Lista II, según proceda.

4. Si la Organización Mundial de la Salud comprueba:

- a) que la sustancia puede producir
  - i) 1) un estado de dependencia y
  - 2) estimulación o depresión del sistema nervioso central, que tengan como resultado alucinaciones o trastornos de la función motora o del juicio o del comportamiento o de la percepción o del estado de ánimo, o
  - ii) un uso indebido análogo y efectos nocivos parecidos a los de una sustancia de la Lista I, II, III o IV, y
- b) que hay pruebas suficientes de que la sustancia es o puede ser objeto de un uso indebido tal que constituya un problema sanitario y social que justifique la fiscalización internacional de la sustancia,

la Organización Mundial de la Salud comunicará a la Comisión un dictamen sobre la sustancia, incluido el alcance o probabilidad del uso indebido, el grado de gravedad del problema sanitario y social y el grado de utilidad de la sustancia en terapéutica médica, junto con cualesquier recomendaciones sobre las medidas de fiscalización, en su caso, que resulten apropiadas según su dictamen.

5. La Comisión, teniendo en cuenta la comunicación de la Organización Mundial de la Salud, cuyos dictámenes serán determinantes en cuestiones médicas y científicas, y teniendo presentes los factores económicos, sociales, jurídicos, administrativos y de otra índole que considere oportunos, podrá agregar la sustancia a la Lista I, II, III o IV. La Comisión podrá solicitar ulterior información de la Organización Mundial de la Salud o de otras fuentes adecuadas.

6. Si una notificación hecha en virtud del párrafo 1 se refiere a una sustancia ya incluida en una de las Listas, la Organización Mundial de la Salud comunicará a la Comisión un nuevo dictamen sobre la sustancia formulado de conformidad con el párrafo 4, así como cualesquier nuevas recomendaciones sobre las medidas de fiscalización que considere apropiadas según su dictamen. La Comisión, teniendo en cuenta la comunicación de la Organización Mundial de la Salud prevista en el párrafo 5 y tomando en consideración los factores mencionados en dicho párrafo, podrá decidir que la sustancia sea transferida de una Lista a otra o retirada de las Listas.

7. Toda decisión que tome la Comisión de conformidad con este artículo será comunicada por el Secretario General a todos los Estados Miembros de las Naciones Unidas, a los Estados no miembros que sean Partes en el presente Convenio, a la Organización Mundial de la Salud y a la Junta. Tal decisión surtirá pleno efecto respecto de cada una de las Partes 180 días después de la fecha de tal comunicación, excepto para cualquier Parte que dentro de ese plazo, si se trata de una decisión de agregar una sustancia a una Lista, haya notificado por escrito al Secretario General que, por circunstancias excepcionales, no está en condiciones de dar efecto con respecto a esa sustancia a todas las disposiciones del Convenio aplicables a las sustancias de dicha Lista. En la notificación deberán indicarse las razones de esta medida excepcional. No obstante su notificación, la Parte deberá aplicar, como mínimo, las medidas de fiscalización que se indican a continuación:

a) La Parte que haya hecho tal notificación respecto de una sustancia no sujeta con anterioridad a fiscalización que se agregue a la Lista I tendrá en cuenta, dentro de lo posible, las medidas especiales de fiscalización enumeradas en el artículo 7 y, respecto de dicha sustancia, deberá:

- i) exigir licencias para la fabricación, el comercio y la distribución según lo dispuesto en el artículo 8 para las sustancias de la Lista II;
- ii) exigir recetas médicas para el suministro o despacho según lo dispuesto en el artículo 9 para las sustancias de la Lista II;
- iii) cumplir las obligaciones relativas a la exportación e importación previstas en el artículo 12, salvo en lo que respecta a otra Parte que haya hecho tal notificación para la sustancia de que se trate;
- iv) cumplir las obligaciones dispuestas en el artículo 13 para las sustancias de la Lista II en cuanto a la prohibición y restricciones a la exportación e importación;



- v) presentar a la Junta informes estadísticos de conformidad con el apartado a) del párrafo 4 del artículo 16; y
  - vi) adoptar medidas, de conformidad con el artículo 22, para la represión de los actos contrarios a las leyes o reglamentos que se adopten en cumplimiento de las mencionadas obligaciones.
- b) La Parte que haya hecho tal notificación respecto de una sustancia no sujeta con anterioridad a fiscalización que se agregue a la Lista II deberá, respecto de dicha sustancia:
- i) exigir licencias para la fabricación, el comercio y la distribución de conformidad con el artículo 8;
  - ii) exigir recetas médicas para el suministro o despacho de conformidad con el artículo 9;
  - iii) cumplir las obligaciones relativas a la exportación e importación previstas en el artículo 12, salvo en lo que respecta a otra Parte que haya hecho tal notificación para la sustancia de que se trate;
  - iv) cumplir las obligaciones del artículo 13 en cuanto a la prohibición y restricciones a la exportación e importación;
  - v) presentar a la Junta informes estadísticos de conformidad con los apartados a), c) y d) del párrafo 4 del artículo 16; y
  - vi) adoptar medidas, de conformidad con el artículo 22, para la represión de los actos contrarios a las leyes o reglamentos que se adopten en cumplimiento de las mencionadas obligaciones.
- c) La Parte que haya hecho tal notificación respecto de una sustancia no sujeta con anterioridad a fiscalización que se agregue a la Lista III deberá, respecto de dicha sustancia:
- i) exigir licencias para la fabricación, el comercio y la distribución de conformidad con el artículo 8;
  - ii) exigir recetas médicas para el suministro o despacho de conformidad con el artículo 9;
  - iii) cumplir las obligaciones relativas a la exportación previstas en el artículo 12, salvo en lo que respecta a otra Parte que haya hecho tal notificación para la sustancia de que se trate;
  - iv) cumplir las obligaciones del artículo 13 en cuanto a la prohibición y restricciones a la exportación e importación;
  - v) adoptar medidas, de conformidad con el artículo 22, para la represión de los actos contrarios a las leyes o reglamentos que se adopten en cumplimiento de las mencionadas obligaciones.
- d) La Parte que haya hecho tal notificación respecto de una sustancia no sujeta con anterioridad a fiscalización que se agregue a la Lista IV deberá, respecto de dicha sustancia:

- i) exigir licencias para la fabricación, el comercio y la distribución de conformidad con el artículo 8;
- ii) cumplir las obligaciones del artículo 13 en cuanto a la prohibición y restricciones a la exportación e importación; y
- iii) adoptar medidas, de conformidad con el artículo 22, para la represión de los actos contrarios a las leyes o reglamentos que se adopten en cumplimiento de las mencionadas obligaciones.

e) La Parte que haya hecho tal notificación respecto de una sustancia transferida a una Lista para la que se prevean medidas de fiscalización y obligaciones más estrictas aplicarán como mínimo todas las disposiciones del presente Convenio que rijan para la Lista de la cual se haya transferido la sustancia.

8. a) Las decisiones de la Comisión adoptadas en virtud de este artículo estarán sujetas a revisión del Consejo cuando así lo solicite cualquiera de las Partes, dentro de un plazo de 180 días a partir del momento en que haya recibido la notificación de la decisión. La solicitud de revisión se enviará al Secretario General junto con toda la información pertinente en que se base dicha solicitud de revisión.

b) El Secretario General transmitirá copias de la solicitud de revisión y de la información pertinente a la Comisión, a la Organización Mundial de la Salud y a todas las Partes, invitándolas a presentar observaciones dentro del plazo de noventa días. Todas las observaciones que se reciban se someterán al Consejo para que las examine.

c) El Consejo podrá confirmar, modificar o revocar la decisión de la Comisión. La notificación de la decisión del Consejo se transmitirá a todos los Estados Miembros de las Naciones Unidas, a los Estados no miembros Partes en este Convenio, a la Comisión, a la Organización Mundial de la Salud y a la Junta.

d) Mientras está pendiente la revisión, permanecerá en vigor, con sujeción al párrafo 7, la decisión original de la Comisión.

9. Las Partes harán todo lo posible para aplicar las medidas de supervisión que sean factibles a las sustancias no sujetas a las disposiciones de este Convenio pero que puedan ser utilizadas para la fabricación ilícita de sustancias sicotrópicas.

#### ARTICULO 3

##### Disposiciones especiales relativas a la fiscalización de los preparados

1. Salvo lo dispuesto en los párrafos siguientes del presente artículo, todo preparado estará sujeto a las mismas medidas de fiscalización que la sustancia sicotrópica que contenga y, si contiene más de una de tales sustancias, a las medidas aplicables a la sustancia que sea objeto de la fiscalización más rigurosa.

2. Si un preparado que contenga una sustancia sicotrópica distinta de las de la Lista I tiene una composición tal que el riesgo de uso indebido es nulo o insignificante y la sustancia no puede recuperarse por medios fácilmente aplicables en una cantidad que se preste a uso indebido, de modo que tal preparado no da lugar a un problema sanitario y social, el preparado podrá quedar exento de algunas de las medidas de fiscalización previstas en el presente Convenio conforme a lo dispuesto en el párrafo 3.

3. Si una Parte emite un dictamen en virtud del párrafo anterior acerca de un preparado, podrá decidir que tal preparado quede exento, en su país o en una de sus regiones, de todas o algunas de las medidas de fiscalización previstas en el presente Convenio, salvo en lo prescrito respecto a:

- a) Artículo 8 (Licencias), en lo que se refiere a la fabricación;
- b) Artículo 11 (Registros), en lo que se refiere a los preparados exentos;
- c) Artículo 13 (Prohibición y restricciones a la exportación e importación);
- d) Artículo 15 (Inspección), en lo que se refiere a la fabricación;
- e) Artículo 16 (Informes que deben suministrar las Partes), en lo que se refiere a los preparados exentos; y
- f) Artículo 22 (Disposiciones penales), en la medida necesaria para la represión de actos contrarios a las leyes o reglamentos dictados de conformidad con las anteriores obligaciones.

Dicha Parte notificará al Secretario General tal decisión, el nombre y la composición del preparado exento y las medidas de fiscalización de que haya quedado exento. El Secretario General transmitirá la notificación a las demás Partes, a la Organización Mundial de la Salud y a la Junta.

4. Si alguna de las Partes o la Organización Mundial de la Salud tuvieran información acerca de un preparado exento conforme al párrafo 3, que a su juicio exija que se ponga fin, total o parcialmente, a la exención, harán una notificación al Secretario General y le facilitarán información en apoyo de la misma. El Secretario General transmitirá esa notificación y los datos que considere pertinentes a las Partes, a la Comisión y, cuando la notificación proceda de una de las Partes, a la Organización Mundial de la Salud. La Organización Mundial de la Salud comunicará a la Comisión un dictamen sobre el preparado, en relación con los puntos mencionados en el párrafo 2, junto con una recomendación sobre las medidas de fiscalización, en su caso, de que deba dejar de estar exento el preparado. La Comisión, tomando en consideración la comunicación de la Organización Mundial de la Salud, cuyo dictamen será determinante en cuestiones médicas y científicas, y teniendo en cuenta los factores económicos, sociales, jurídicos, administrativos y de otra índole que estime pertinentes, podrá decidir poner fin a la exención del preparado de una o de todas las medidas de fiscalización. Toda decisión que tome la Comisión de conformidad con este párrafo será comunicada por el Secretario General a todos los Estados Miembros de las Naciones Unidas, a los Estados no miembros

que sean Partes en el presente Convenio, a la Organización Mundial de la Salud y a la Junta. Todas las Partes dispondrán lo necesario para poner fin a la exención de la medida o medidas de fiscalización en cuestión en un plazo de 180 días a partir de la fecha de la comunicación del Secretario General.

#### ARTICULO 4

##### Otras disposiciones especiales relativas al alcance de la fiscalización

Respecto de las sustancias sicotrópicas distintas de las de la Lista I, las Partes podrán permitir:

- a) el transporte por viajeros internacionales de pequeñas cantidades de preparados para su uso personal; cada una de las Partes podrá, sin embargo, asegurarse de que esos preparados han sido obtenidos legalmente;
- b) el uso de esas sustancias en la industria para la fabricación de sustancias o productos no sicotrópicos, con sujeción a la aplicación de las medidas de fiscalización previstas en este Convenio hasta que las sustancias sicotrópicas se hallen en tal estado que en la práctica no puedan ser usadas indebidamente ni recuperadas; y
- c) el uso de esas sustancias, con sujeción a la aplicación de las medidas de fiscalización previstas en este Convenio, para la captura de animales por personas expresamente autorizadas por las autoridades competentes a usar esas sustancias con ese fin.

#### ARTICULO 5

##### Limitación del uso a los fines médicos y científicos

1. Cada una de las Partes limitará el uso de las sustancias de la Lista I según lo dispuesto en el artículo 7.
2. Salvo lo dispuesto en el artículo 4, cada una de las Partes limitará a fines médicos y científicos, por los medios que estime apropiados, la fabricación, la exportación, la importación, la distribución, las existencias, el comercio, el uso y la posesión de las sustancias de las Listas II, III y IV.
3. Es deseable que las Partes no permitan la posesión de las sustancias de las Listas II, III y IV si no es con autorización legal.

#### ARTICULO 6

##### Administración especial

Es deseable que, para los efectos de la aplicación de las disposiciones del presente Convenio, cada una de las Partes establezca y mantenga una administración especial, que podría convenir fuese la misma que la administración especial establecida en virtud de las disposiciones de las convenciones para la fiscalización de los estupefacientes, o que actúe en estrecha colaboración con ella.



## ARTICULO 7

Disposiciones especiales aplicables a las sustancias de la Lista I

En lo que respecta a las sustancias de la Lista I, las Partes:

- a) prohibirán todo uso, excepto el que con fines científicos y fines médicos muy limitados hagan personas debidamente autorizadas en establecimientos médicos o científicos que estén bajo la fiscalización directa de sus gobiernos o expresamente aprobados por ellos;
- b) exigirán que la fabricación, el comercio, la distribución y la posesión estén sometidos a un régimen especial de licencias o autorización previa;
- c) ejercerán una estricta vigilancia de las actividades y actos mencionados en los párrafos a) y b);
- d) limitarán la cantidad suministrada a una persona debidamente autorizada a la cantidad necesaria para la finalidad a que se refiere la autorización;
- e) exigirán que las personas que ejerzan funciones médicas o científicas lleven registros de la adquisición de las sustancias y de los detalles de su uso; esos registros deberán conservarse como mínimo durante dos años después del último uso anotado en ellos; y
- f) prohibirán la exportación e importación excepto cuando tanto el exportador como el importador sean autoridades competentes u organismos del país o región exportador e importador, respectivamente, u otras personas o empresas que estén expresamente autorizadas por las autoridades competentes de su país o región para este propósito. Los requisitos establecidos en el párrafo 1 del artículo 12 para las autorizaciones de exportación e importación de las sustancias de la Lista II se aplicarán igualmente a las sustancias de la Lista I.

## ARTICULO 8

Licencias

1. Las Partes exigirán que la fabricación, el comercio (incluido el comercio de exportación e importación) y la distribución de las sustancias incluidas en las Listas II, III y IV estén sometidos a un régimen de licencias o a otro régimen de fiscalización análogo.
2. Las Partes:
  - a) ejercerán una fiscalización sobre todas las personas y empresas debidamente autorizadas que se dediquen a la fabricación, el comercio (incluido el comercio de exportación e importación) o la distribución de las sustancias a que se refiere el párrafo 1 o que participen en estas operaciones;
  - b) someterán a un régimen de licencias o a otro régimen de fiscalización análogo a los establecimientos y locales en que se realice tal fabricación, comercio o distribución; y
  - c) dispondrán que en tales establecimientos y locales se tomen medidas de seguridad para evitar robos u otras desviaciones de las existencias.

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3. Las disposiciones de los párrafos 1 y 2 del presente artículo relativas a licencias o a otro régimen de fiscalización análogo no se aplicarán necesariamente a las personas debidamente autorizadas para ejercer funciones terapéuticas o científicas, y mientras las ejerzan.

4. Las Partes exigirán que todas las personas a quienes se concedan licencias en virtud del presente Convenio, o que estén de otro modo autorizadas según lo previsto en el párrafo 1 de este artículo o en el apartado b) del artículo 7, tengan las cualidades idóneas para aplicar fiel y eficazmente las disposiciones de las leyes y reglamentos que se dicten para dar cumplimiento a este Convenio.

#### ARTICULO 9

##### Recetas médicas

1. Las Partes exigirán que las sustancias de las Listas II, III y IV se suministren o despachen únicamente con receta médica cuando se destinen al uso de particulares, salvo en el caso de que éstos puedan legalmente obtener, usar, despachar o administrar tales sustancias en el ejercicio debidamente autorizado de funciones terapéuticas o científicas.

2. Las Partes tomarán medidas para asegurar que las recetas en que se prescriban sustancias de las Listas II, III y IV se expidan de conformidad con las exigencias de la buena práctica médica y con sujeción a la reglamentación necesaria, particularmente en cuanto al número de veces que pueden ser despachadas y a la duración de su validez, para proteger la salud y el bienestar públicos.

3. No obstante lo dispuesto en el párrafo 1, una Parte podrá, cuando a su juicio las circunstancias locales así lo exijan y con las condiciones que pueda estipular, incluida la obligación de llevar un registro, autorizar a los farmacéuticos y otros minoristas con licencia designados por las autoridades sanitarias competentes del país o de una parte del mismo a que suministren, a su discreción y sin receta, para uso de particulares con fines médicos en casos excepcionales pequeñas cantidades de sustancias de las Listas III y IV, dentro de los límites que determinen las Partes.

#### ARTICULO 10

##### Advertencias en los paquetes y propaganda

1. Cada una de las Partes exigirá, teniendo en cuenta los reglamentos o recomendaciones pertinentes de la Organización Mundial de la Salud, que en las etiquetas, cuando sea posible, y siempre en la hoja o el folleto que acompañe los paquetes en que se pongan a la venta sustancias sicotrópicas, se den instrucciones para su uso, así como los avisos y advertencias que sean a su juicio necesarios para la seguridad del usuario.

2. Cada una de las Partes prohibirá la propaganda de las sustancias sicotrópicas dirigida al público en general, tomando debidamente en consideración sus disposiciones constitucionales.

#### ARTICULO 11

##### Registros

1. Con respecto a las sustancias de la Lista I, las Partes exigirán que los fabricantes y todas las demás personas autorizadas en virtud del artículo 7 para comerciar con estas sustancias y distribuir las lleven registros, en la forma que determine cada Parte, en los que consten los pormenores de las cantidades fabricadas o almacenadas, y, para cada adquisición y entrega, los pormenores de la cantidad, fecha, proveedor y persona que las recibe.
2. Con respecto a las sustancias de las Listas II y III, las Partes exigirán que los fabricantes, mayoristas, exportadores e importadores lleven registros, en la forma que determine cada Parte, en los que consten los pormenores de las cantidades fabricadas y, para cada adquisición y entrega, los pormenores de la cantidad, fecha, proveedor y persona que las recibe.
3. Con respecto a las sustancias de la Lista II, las Partes exigirán que los minoristas, las instituciones de hospitalización y asistencia y las instituciones científicas lleven registros, en la forma que determine cada Parte, en los que consten, para cada adquisición y entrega, los pormenores de la cantidad, fecha, proveedor y persona que las recibe.
4. Las Partes procurarán, por los procedimientos adecuados y teniendo en cuenta las prácticas profesionales y comerciales de sus países, que la información acerca de la adquisición y entrega de las sustancias de la Lista III por los minoristas, las instituciones de hospitalización y asistencia y las instituciones científicas pueda consultarse fácilmente.
5. Con respecto a las sustancias de la Lista IV, las Partes exigirán que los fabricantes, exportadores e importadores lleven registros, en la forma que determine cada Parte, en los que consten las cantidades fabricadas, exportadas e importadas.
6. Las Partes exigirán a los fabricantes de preparados exentos de conformidad con el párrafo 3 del artículo 3 que lleven registros en los que conste la cantidad de cada sustancia sicotrópica utilizada en la fabricación de un preparado exento, y la naturaleza, cantidad total y destino inicial del preparado exento fabricado con esa sustancia.
7. Las Partes procurarán que los registros e información mencionados en el presente artículo que se requieran para los informes previstos en el artículo 16 se conserven como mínimo durante dos años.

## ARTICULO 12

Disposiciones relativas al comercio internacional

1. a) Toda Parte que permita la exportación o importación de sustancias de las Listas I o II exigirá que se obtenga una autorización separada de importación o exportación, en un formulario que establecerá la Comisión, para cada exportación o importación, ya se trate de una o más sustancias.

b) En dicha autorización se indicará la denominación común internacional de la sustancia o, en su defecto, la designación de la sustancia en la Lista; la cantidad que ha de exportarse o importarse, la forma farmacéutica, el nombre y dirección del exportador y del importador, y el período dentro del cual ha de efectuarse la exportación o importación. Si la sustancia se exporta o se importa en forma de preparado, deberá indicarse además el nombre del preparado, si existe. La autorización de exportación indicará, además, el número y la fecha de la autorización de importación y la autoridad que la ha expedido.

c) Antes de conceder una autorización de exportación, las Partes exigirán que se presente una autorización de importación, expedida por las autoridades competentes del país o región de importación, que acredite que ha sido aprobada la importación de la sustancia o de las sustancias que se mencionan en ella, y tal autorización deberá ser presentada por la persona o el establecimiento que solicite la autorización de exportación.

d) Cada expedición deberá ir acompañada de una copia de la autorización de exportación, de la que el gobierno que la haya expedido enviará una copia al gobierno del país o región de importación.

e) Una vez efectuada la importación, el gobierno del país o región de importación devolverá la autorización de exportación al gobierno del país o región de exportación con una nota que acredite la cantidad efectivamente importada.

2. a) Las Partes exigirán que para cada exportación de sustancias de la Lista III los exportadores preparen una declaración por triplicado, extendida en un formulario según un modelo establecido por la Comisión, con la información siguiente:

- i) el nombre y dirección del exportador y del importador;
- ii) la denominación común internacional de la sustancia o, en su defecto, la designación de la sustancia en la Lista;
- iii) la cantidad y la forma farmacéutica en que la sustancia se exporte y, si se hace en forma de preparado, el nombre del preparado, si existe; y
- iv) la fecha de envío.

b) Los exportadores presentarán a las autoridades competentes de su país o región dos copias de esta declaración y adjuntarán a su envío la tercera copia.



c) La Parte de cuyo territorio se haya exportado una sustancia de la Lista III enviará a las autoridades competentes del país o región de importación, lo más pronto posible y, en todo caso, dentro de los noventa días siguientes a la fecha de envío, por correo certificado con ruego de acuse de recibo, una copia de la declaración recibida del exportador.

d) Las Partes podrán exigir que, al recibir la expedición, el importador remita a las autoridades competentes de su país o región la copia que acompañe a la expedición, debidamente endosada, indicando las cantidades recibidas y la fecha de su recepción.

3. Respecto de las sustancias de las Listas I y II se aplicarán las siguientes disposiciones adicionales:

a) Las Partes ejercerán en los puertos francos y en las zonas francas la misma supervisión y fiscalización que en otras partes de su territorio, sin perjuicio de que puedan aplicar medidas más severas.

b) Quedarán prohibidas las exportaciones dirigidas a un apartado postal o a un banco a la cuenta de una persona distinta de la designada en la autorización de exportación.

c) Quedarán prohibidas las exportaciones de sustancias de la Lista I dirigidas a un almacén de aduanas. Quedarán prohibidas las exportaciones de sustancias de la Lista II dirigidas a un almacén de aduanas, a menos que en la autorización de importación presentada por la persona o el establecimiento que solicita la autorización de exportación, el gobierno del país importador acredite que ha aprobado la importación para su depósito en un almacén de aduanas. En ese caso, la autorización de exportación acreditará que la exportación se hace con ese destino. Para retirar una expedición consignada al almacén de aduanas será necesario un permiso de las autoridades a cuya jurisdicción esté sometido el almacén y, si se destina al extranjero, se considerará como una nueva exportación en el sentido del presente Convenio.

d) Las expediciones que entren en el territorio de una Parte o salgan del mismo sin ir acompañadas de una autorización de exportación serán detenidas por las autoridades competentes.

e) Ninguna Parte permitirá que pasen a través de su territorio sustancias expedidas a otro país, sean o no descargadas del vehículo que las transporta, a menos que se presente a las autoridades competentes de esa Parte una copia de la autorización de exportación correspondiente a la expedición.

f) Las autoridades competentes de un país o región que hayan permitido el tránsito de una expedición de sustancias deberán adoptar todas las medidas necesarias para impedir que se dé a la expedición un destino distinto del indicado en la copia de la autorización de exportación que la acompañe, a menos que el gobierno del país o región por el que pase la expedición autorice el cambio de destino. El gobierno del país o

región de tránsito considerará todo cambio de destino que se solicite como una exportación del país o región de tránsito al país o región de nuevo destino. Si se autoriza el cambio de destino, las disposiciones del apartado e) del párrafo 1 serán también aplicadas entre el país o región de tránsito y el país o región del que procedía originalmente la expedición.

g) Ninguna expedición de sustancias, tanto si se halla en tránsito como depositada en un almacén de aduanas, podrá ser sometida a proceso alguno que pueda modificar la naturaleza de la sustancia. Tampoco podrá modificarse su embalaje sin permiso de las autoridades competentes.

h) Las disposiciones de los apartados e) a g) relativas al paso de sustancias a través del territorio de una Parte no se aplicarán cuando la expedición de que se trate sea transportada por una aeronave que no aterrice en el país o región de tránsito. Si la aeronave aterriza en tal país o región, esas disposiciones serán aplicadas en la medida en que las circunstancias lo requieran.

i) Las disposiciones de este párrafo se entenderán sin perjuicio de las disposiciones de cualquier acuerdo internacional que limite la fiscalización que pueda ser ejercida por cualquiera de las Partes sobre esas sustancias en tránsito.

#### ARTICULO 13

##### Prohibición y restricciones a la exportación e importación

1. Una Parte podrá notificar a todas las demás Partes, por conducto del Secretario General, que prohíbe la importación en su país o en una de sus regiones de una o más de las sustancias de la Lista II, III o IV que especifique en su notificación. En toda notificación de este tipo deberá indicarse el nombre de la sustancia, según su designación en la Lista II, III o IV.
2. Cuando a una Parte le haya sido notificada una prohibición en virtud del párrafo 1, tomará medidas para asegurar que no se exporte ninguna de las sustancias especificadas en la notificación al país o a una de las regiones de la Parte que haya hecho tal notificación.
3. No obstante lo dispuesto en los párrafos precedentes, la Parte que haya hecho una notificación de conformidad con el párrafo 1 podrá autorizar en virtud de una licencia especial en cada caso la importación de cantidades determinadas de dichas sustancias o de preparados que contengan dichas sustancias. La autoridad del país importador que expida la licencia enviará dos copias de la licencia especial de importación, indicando el nombre y dirección del importador y del exportador, a la autoridad competente del país o región de exportación, la cual podrá entonces autorizar al exportador a que efectúe el envío. El envío irá acompañado de una copia de la licencia especial de importación, debidamente endosada por la autoridad competente del país o región de exportación.

## ARTICULO 14

Disposiciones especiales relativas al transporte de sustancias  
sicotrópicas en los botiquines de primeros auxilios de buques,  
aeronaves u otras formas de transporte público de las  
líneas internacionales

1. El transporte internacional en buques, aeronaves u otras formas de transporte público internacional, tales como los ferrocarriles y autobuses internacionales, de las cantidades limitadas de sustancias de la Lista II, III o IV necesarias para la prestación de primeros auxilios o para casos urgentes en el curso del viaje no se considerará como exportación, importación o tránsito por un país en el sentido de este Convenio.
2. Deberán adoptarse las precauciones adecuadas por el país de la matrícula para evitar que se haga un uso inadecuado de las sustancias a que se refiere el párrafo 1 o su desviación para fines ilícitos. La Comisión recomendará dichas precauciones, en consulta con las organizaciones internacionales pertinentes.
3. Las sustancias transportadas en buques, aeronaves u otras formas de transporte público internacional, tales como los ferrocarriles y autobuses internacionales, de conformidad con lo dispuesto en el párrafo 1 estarán sujetas a las leyes, reglamentos, permisos y licencias del país de la matrícula, sin perjuicio del derecho de las autoridades locales competentes a efectuar comprobaciones e inspecciones y a adoptar otras medidas de fiscalización a bordo de esos medios de transporte. La administración de dichas sustancias en caso de urgente necesidad no se considerará una violación de las disposiciones del párrafo 1 del artículo 9.

## ARTICULO 15

Inspección

Las Partes mantendrán un sistema de inspección de los fabricantes, exportadores, importadores, mayoristas y minoristas de sustancias sicotrópicas y de las instituciones médicas y científicas que hagan uso de tales sustancias. Las Partes dispondrán que se efectúen inspecciones, con la frecuencia que juzguen necesaria, de los locales, existencias y registros.

## ARTICULO 16

Informes que deben suministrar las Partes

1. Las Partes suministrarán al Secretario General los datos que la Comisión pueda pedir por ser necesarios para el desempeño de sus funciones y, en particular, un informe anual sobre la aplicación del Convenio en sus territorios que incluirá datos sobre:

a) las modificaciones importantes introducidas en sus leyes y reglamentos relativos a las sustancias sicotrópicas; y

b) los acontecimientos importantes en materia de uso indebido y tráfico ilícito de sustancias sicotrópicas ocurridos en sus territorios.

2. Las Partes notificarán también al Secretario General el nombre y dirección de las autoridades gubernamentales a que se hace referencia en el apartado f) del artículo 7, en el artículo 12 y en el párrafo 3 del artículo 13. El Secretario General distribuirá a todas las Partes dicha información.

3. Las Partes presentarán, lo antes posible después de acaecidos los hechos, un informe al Secretario General respecto de cualquier caso de tráfico ilícito de sustancias sicotrópicas, así como de cualquier decomiso procedente de tráfico ilícito, que consideren importantes ya sea:

- a) porque revelen nuevas tendencias;
- b) por las cantidades de que se trate;
- c) por arrojar luz sobre las fuentes de que provienen las sustancias; o
- d) por los métodos empleados por los traficantes ilícitos.

Se transmitirán copias del informe de conformidad con lo dispuesto en el apartado b) del artículo 21.

4. Las Partes presentarán a la Junta informes estadísticos anuales, establecidos de conformidad con los formularios preparados por la Junta:

- a) por lo que respecta a cada una de las sustancias de las Listas I y II, sobre las cantidades fabricadas, exportadas e importadas por cada país o región y sobre las existencias en poder de los fabricantes;
- b) por lo que respecta a cada una de las sustancias de las Listas III y IV, sobre las cantidades fabricadas y sobre las cantidades totales exportadas e importadas;
- c) por lo que respecta a cada una de las sustancias de las Listas II y III, sobre las cantidades utilizadas en la fabricación de preparados exentos; y
- d) por lo que respecta a cada una de las sustancias que no sean las de la Lista I, sobre las cantidades utilizadas con fines industriales, de conformidad con el apartado b) del artículo 4.

Las cantidades fabricadas a que se hace referencia en los apartados a) y b) de este párrafo no comprenden las cantidades fabricadas de preparados.

5. Toda Parte facilitará a la Junta, a petición de ésta, datos estadísticos complementarios relativos a períodos ulteriores sobre las cantidades de cualquier sustancia determinada de las Listas III y IV exportadas e importadas por cada país o región. Dicha Parte podrá pedir que la Junta considere confidenciales tanto su petición de datos como los datos suministrados de conformidad con el presente párrafo.

6. Las Partes facilitarán la información mencionada en los párrafos 1 y 4 del modo y en la fecha que soliciten la Comisión o la Junta.



## ARTICULO 17

Funciones de la Comisión

1. La Comisión podrá examinar todas las cuestiones relacionadas con los objetivos de este Convenio y con la aplicación de sus disposiciones y podrá hacer recomendaciones al efecto.
2. Las decisiones de la Comisión previstas en los artículos 2 y 3 se adoptarán por una mayoría de dos tercios de los miembros de la Comisión.

## ARTICULO 18

Informes de la Junta

1. La Junta preparará informes anuales sobre su labor; dichos informes contendrán un análisis de los datos estadísticos de que disponga la Junta y, cuando proceda, una reseña de las aclaraciones hechas por los gobiernos o que se les hayan pedido, si las hubiere, junto con las observaciones y recomendaciones que la Junta desee hacer. La Junta podrá preparar los informes complementarios que considere necesarios. Los informes serán sometidos al Consejo por intermedio de la Comisión, que formulará las observaciones que estime oportunas.
2. Los informes de la Junta serán comunicados a las Partes y publicados posteriormente por el Secretario General. Las Partes permitirán que se distribuyan sin restricciones.

## ARTICULO 19

Medidas de la Junta para asegurar la ejecución de las disposiciones del Convenio

1. a) Si, como resultado del examen de la información presentada por los gobiernos a la Junta o de la información comunicada por los órganos de las Naciones Unidas, la Junta tiene razones para creer que el incumplimiento de las disposiciones de este Convenio por un país o región pone gravemente en peligro los objetivos del Convenio, la Junta tendrá derecho a pedir aclaraciones al gobierno del país o región interesado. A reserva del derecho de la Junta, a que se hace referencia en el apartado c), de señalar el asunto a la atención de las Partes, del Consejo y de la Comisión, la Junta considerará como confidencial cualquier petición de información o cualquier aclaración de un gobierno de conformidad con este apartado.
- b) Después de tomar una decisión de conformidad con el apartado a), la Junta, si lo estima necesario, podrá pedir al gobierno interesado que adopte las medidas correctivas que considere necesarias en las circunstancias del caso para la ejecución de las disposiciones de este Convenio.

c) Si la Junta comprueba que el gobierno interesado no ha dado aclaraciones satisfactorias después de haber sido invitado a hacerlo de conformidad con el apartado a), o no ha tomado las medidas correctivas que se le ha invitado a tomar de conformidad con el apartado b), podrá señalar el asunto a la atención de las Partes, del Consejo y de la Comisión.

2. La Junta, al señalar un asunto a la atención de las Partes, del Consejo y de la Comisión de conformidad con el apartado c) del párrafo 1, podrá, si lo estima necesario, recomendar a las Partes que suspendan la exportación, importación, o ambas cosas, de ciertas sustancias sicotrópicas desde el país o región interesado o hacia ese país o región, ya sea durante un período determinado o hasta que la Junta considere aceptable la situación en ese país o región. El Estado interesado podrá plantear la cuestión ante el Consejo.

3. La Junta tendrá derecho a publicar un informe sobre cualquier asunto examinado de conformidad con las disposiciones de este artículo y a comunicarlo al Consejo, el cual lo transmitirá a todas las Partes. Si la Junta publica en este informe una decisión tomada de conformidad con este artículo, o cualquier información al respecto, deberá publicar también en tal informe las opiniones del gobierno interesado si este último así lo pide.

4. En todo caso, si una decisión de la Junta publicada de conformidad con este artículo no es unánime, se indicarán las opiniones de la minoría.

5. Se invitará a participar en las reuniones de la Junta en que se examine una cuestión de conformidad con el presente artículo a cualquier Estado interesado directamente en dicha cuestión.

6. Las decisiones de la Junta de conformidad con este artículo se tomarán por mayoría de dos tercios del número total de miembros de la Junta.

7. Las disposiciones de los párrafos anteriores se aplicarán también en el caso de que la Junta tenga razones para creer que una decisión tomada por una Parte de conformidad con el párrafo 7 del artículo 2 pone gravemente en peligro los objetivos del presente Convenio.

#### ARTICULO 20

##### Medidas contra el uso indebido de sustancias sicotrópicas

1. Las Partes adoptarán todas las medidas posibles para prevenir el uso indebido de sustancias sicotrópicas y asegurar la pronta identificación, tratamiento, educación, postratamiento, rehabilitación y readaptación social de las personas afectadas, y coordinarán sus esfuerzos en este sentido.

2. Las Partes fomentarán en la medida de lo posible la formación de personal para el tratamiento, postratamiento, rehabilitación y readaptación social de quienes hagan uso indebido de sustancias sicotrópicas.

3. Las Partes prestarán asistencia a las personas cuyo trabajo así lo exija para que lleguen a conocer los problemas del uso indebido de sustancias sicotrópicas y de su prevención, y fomentarán asimismo ese conocimiento entre el público en general, si existe el peligro de que se difunda el uso indebido de tales sustancias.

#### ARTICULO 21

##### Lucha contra el tráfico ilícito

Teniendo debidamente en cuenta sus sistemas constitucional, legal y administrativo, las Partes:

a) asegurarán en el plano nacional la coordinación de la acción preventiva y represiva contra el tráfico ilícito; para ello podrán designar un servicio apropiado que se encargue de dicha coordinación;

b) se ayudarán mutuamente en la lucha contra el tráfico ilícito de sustancias sicotrópicas, y en particular transmitirán inmediatamente a las demás Partes directamente interesadas, por la vía diplomática o por conducto de las autoridades competentes designadas por las Partes para este fin, una copia de cualquier informe enviado al Secretario General en virtud del artículo 16 después de descubrir un caso de tráfico ilícito o de efectuar un decomiso;

c) cooperarán estrechamente entre sí y con las organizaciones internacionales competentes de que sean miembros para mantener una lucha coordinada contra el tráfico ilícito;

d) velarán por que la cooperación internacional de los servicios adecuados se efectúe en forma expedita; y

e) cuidarán de que, cuando se transmitan de un país a otro los autos para el ejercicio de una acción judicial, la transmisión se efectúe en forma expedita a los órganos designados por las Partes; este requisito no prejuzga el derecho de una Parte a exigir que se le envíen los autos por la vía diplomática.

#### ARTICULO 22

##### Disposiciones penales

1. a) A reserva de lo dispuesto en su Constitución, cada una de las Partes considerará como delito, si se comete intencionalmente, todo acto contrario a cualquier ley o reglamento que se adopte en cumplimiento de las obligaciones impuestas por este Convenio y dispondrá lo necesario para que los delitos graves sean sancionados en forma adecuada, especialmente con penas de prisión u otras penas de privación de libertad.

b) No obstante, cuando las personas que hagan uso indebido de sustancias sicotrópicas hayan cometido esos delitos, las Partes podrán, en vez de declararlas culpables o de sancionarlas penalmente, o, además de sancionarlas, someterlas a medidas de tratamiento, educación, postratamiento, rehabilitación y readaptación social, de conformidad con lo dispuesto en el párrafo 1 del artículo 20.

2. A reserva de las limitaciones que imponga la Constitución respectiva, el sistema jurídico y la legislación nacional de cada Parte:

- a) i) si se ha cometido en diferentes países una serie de actos relacionados entre sí que constituyan delitos de conformidad con el párrafo 1, cada uno de esos actos será considerado como un delito distinto;
- ii) la participación deliberada o la confabulación para cometer cualquiera de esos actos, así como la tentativa de cometerlos, los actos preparatorios y operaciones financieras relativos a los mismos, se considerarán como delitos, tal como se dispone en el párrafo 1;
- iii) las sentencias condenatorias pronunciadas en el extranjero por esos delitos serán computadas para determinar la reincidencia; y
- iv) los referidos delitos graves cometidos tanto por nacionales como por extranjeros serán juzgados por la Parte en cuyo territorio se haya cometido el delito, o por la Parte en cuyo territorio se encuentre el delincuente, si no procede la extradición de conformidad con la ley de la Parte a la cual se la solicita, y si dicho delincuente no ha sido ya procesado y sentenciado.

b) Es deseable que los delitos a que se refieren el párrafo 1 y el inciso ii) del apartado a) del párrafo 2 se incluyan entre los delitos que dan lugar a extradición en todo tratado de extradición concertado o que pueda concertarse entre las Partes, y sean delitos que den lugar a extradición entre cualesquiera de las Partes que no subordinen la extradición a la existencia de un tratado o acuerdo de reciprocidad, a reserva de que la extradición sea concedida con arreglo a la legislación de la Parte a la que se haya pedido, y de que esta Parte tenga derecho a negarse a proceder a la detención o a conceder la extradición si sus autoridades competentes consideran que el delito no es suficientemente grave.

3. Toda sustancia sicotrópica, toda otra sustancia y todo utensilio, empleados en la comisión de cualquiera de los delitos mencionados en los párrafos 1 y 2 o destinados a tal fin, podrán ser objeto de aprehensión y decomiso.

4. Las disposiciones del presente artículo quedarán sujetas a las disposiciones de la legislación nacional de la Parte interesada en materia de jurisdicción y competencia.

5. Ninguna de las disposiciones del presente artículo afectará al principio de que los delitos a que se refiere han de ser definidos, perseguidos y sancionados de conformidad con la legislación nacional de cada Parte.



## ARTICULO 23

Aplicación de medidas nacionales de fiscalización más estrictas que las establecidas por este Convenio

Una Parte podrá adoptar medidas de fiscalización más estrictas o rigurosas que las previstas en este Convenio si, a su juicio, tales medidas son convenientes o necesarias para proteger la salud y el bienestar públicos.

## ARTICULO 24

Gastos de los órganos internacionales motivados por la aplicación de las disposiciones del presente Convenio

Los gastos de la Comisión y de la Junta en relación con el cumplimiento de sus funciones respectivas conforme al presente Convenio serán sufragados por las Naciones Unidas en la forma que decida la Asamblea General. Las Partes que no sean Miembros de las Naciones Unidas contribuirán a sufragar dichos gastos con las cantidades que la Asamblea General considere equitativas y fije ocasionalmente, previa consulta con los gobiernos de aquellas Partes.

## ARTICULO 25

Procedimiento para la admisión, firma, ratificación y adhesión

1. Los Estados Miembros de las Naciones Unidas, los Estados no miembros de las Naciones Unidas que sean miembros de un organismo especializado de las Naciones Unidas o del Organismo Internacional de Energía Atómica, o Partes en el Estatuto de la Corte Internacional de Justicia, así como cualquier otro Estado invitado por el Consejo podrán ser Partes en el presente Convenio:

- a) firmándolo; o
- b) ratificándolo después de haberlo firmado con la reserva de ratificación; o
- c) adhiriéndose a él.

2. El presente Convenio quedará abierto a la firma hasta el 1º de enero de 1972 inclusive. Después de esta fecha quedará abierto a la adhesión.

3. Los instrumentos de ratificación o adhesión se depositarán ante el Secretario General.

## ARTICULO 26

Entrada en vigor

1. El presente Convenio entrará en vigor el nonagésimo día siguiente a la fecha en que cuarenta de los Estados mencionados en el párrafo 1 del artículo 25 lo hayan firmado sin reserva de ratificación o hayan depositado sus instrumentos de ratificación o de adhesión.

2. Con respecto a cualquier otro Estado que lo firme sin reserva de ratificación, o que deposite un instrumento de ratificación o adhesión después de la última firma o el último depósito mencionados en el párrafo precedente, este Convenio entrará en vigor el nonagésimo día siguiente a la fecha de su firma o a la fecha de depósito de su instrumento de ratificación o de adhesión.

#### ARTICULO 27

##### Aplicación territorial

El presente Convenio se aplicará a todos los territorios no metropolitanos cuya representación internacional ejerza una de las Partes, salvo cuando se requiera el consentimiento previo de tal territorio en virtud de la Constitución de la Parte o del territorio interesado, o de la costumbre. En ese caso, la Parte tratará de obtener lo antes posible el necesario consentimiento del territorio y, una vez obtenido, lo notificará al Secretario General. El presente Convenio se aplicará al territorio o territorios mencionados en dicha notificación, a partir de la fecha en que la reciba el Secretario General. En los casos en que no se requiera el consentimiento previo del territorio no metropolitano, la Parte interesada declarará, en el momento de la firma, de la ratificación o de la adhesión, a qué territorio o territorios no metropolitanos se aplica el presente Convenio.

#### ARTICULO 28

##### Regiones a que se refiere el Convenio

1. Cualquiera de las Partes podrá notificar al Secretario General que, a los efectos del presente Convenio, su territorio está dividido en dos o más regiones, o que dos o más de éstas se consideran una sola región.
2. Dos o más Partes podrán notificar al Secretario General que, a consecuencia del establecimiento de una unión aduanera entre ellas, constituyen una región a los efectos del Convenio.
3. Toda notificación hecha con arreglo a los párrafos 1 ó 2 surtirá efecto el 1º de enero del año siguiente a aquel en que se haya hecho la notificación.

#### ARTICULO 29

##### Denuncia

1. Una vez transcurridos dos años a contar de la fecha de entrada en vigor del presente Convenio toda Parte, en su propio nombre o en el de cualquiera de los territorios cuya representación internacional ejerza y que haya retirado el consentimiento dado según lo dispuesto en el artículo 27, podrá denunciar el presente Convenio mediante un instrumento escrito depositado en poder del Secretario General.

2. Si el Secretario General recibe la denuncia antes del 1º de julio de cualquier año o en dicho día, ésta surtirá efecto a partir del 1º de enero del año siguiente, y si la recibe después del 1º de julio, la denuncia surtirá efecto como si hubiera sido recibida antes del 1º de julio del año siguiente o en ese día.

3. El presente Convenio cesará de estar en vigor si, a consecuencia de las denuncias formuladas de conformidad con los párrafos 1 y 2, dejan de cumplirse las condiciones estipuladas en el párrafo 1 del artículo 26 para su entrada en vigor.

#### ARTICULO 30

##### Enmiendas

1. Cualquiera de las Partes podrá proponer una enmienda a este Convenio. El texto de cualquier enmienda así propuesta y los motivos de la misma serán comunicados al Secretario General quien, a su vez, los comunicará a las Partes y al Consejo. El Consejo podrá decidir:

a) que se convoque una conferencia de conformidad con el párrafo 4 del Artículo 62 de la Carta de las Naciones Unidas para considerar la enmienda propuesta; o

b) que se pregunte a las Partes si aceptan la enmienda propuesta y se les pida que presenten al Consejo comentarios acerca de la misma.

2. Cuando una propuesta de enmienda transmitida con arreglo a lo dispuesto en el apartado b) del párrafo 1 no haya sido rechazada por ninguna de las Partes dentro de los dieciocho meses después de haber sido transmitida, entrará automáticamente en vigor. No obstante, si cualquiera de las Partes rechaza una propuesta de enmienda, el Consejo podrá decidir, teniendo en cuenta las observaciones recibidas de las Partes, si ha de convocarse una conferencia para considerar tal enmienda.

#### ARTICULO 31

##### Controversias

1. Si surge una controversia acerca de la interpretación o de la aplicación del presente Convenio entre dos o más Partes éstas se consultarán con el fin de resolverla por vía de negociación, investigación, mediación, conciliación, arbitraje, recurso a órganos regionales, procedimiento judicial u otros recursos pacíficos que ellas elijan.

2. Cualquier controversia de esta índole que no haya sido resuelta en la forma indicada será sometida, a petición de cualquiera de las partes en la controversia, a la Corte Internacional de Justicia.

## ARTICULO 32

Reservas

1. Sólo se admitirán las reservas que se formulen con arreglo a lo dispuesto en los párrafos 2, 3 y 4 del presente artículo.
2. Al firmar el Convenio, ratificarlo o adherirse a él, todo Estado podrá formular reservas a las siguientes disposiciones del mismo:
  - a) artículo 19, párrafos 1 y 2;
  - b) artículo 27; y
  - c) artículo 31.
3. Todo Estado que quiera ser Parte en el Convenio, pero que desee ser autorizado para formular reservas distintas de las mencionadas en los párrafos 2 y 4, podrá notificar su intención al Secretario General. A menos que dentro de un plazo de doce meses, a contar de la fecha de la comunicación de la reserva por el Secretario General, dicha reserva sea objetada por un tercio de los Estados que hayan firmado el Convenio sin reserva de ratificación, que lo hayan ratificado o que se hayan adherido a él antes de expirar dicho plazo, la reserva se considerará autorizada, quedando entendido, sin embargo, que los Estados que hayan formulado objeciones a esa reserva no estarán obligados a asumir, para con el Estado que la formuló, ninguna obligación jurídica emanada del presente Convenio que sea afectada por la dicha reserva.
4. Todo Estado en cuyo territorio crezcan en forma silvestre plantas que contengan sustancias sicotrópicas de la Lista I y que se hayan venido usando tradicionalmente por ciertos grupos reducidos, claramente determinados, en ceremonias mágico-religiosas, podrá, en el momento de la firma, de la ratificación o de la adhesión, formular la reserva correspondiente, en relación a lo dispuesto por el artículo 7 del presente Convenio, salvo en lo que respecta a las disposiciones relativas al comercio internacional.
5. El Estado que haya formulado reservas podrá en todo momento, mediante notificación por escrito al Secretario General, retirar todas o parte de sus reservas.

## ARTICULO 33

Notificaciones

El Secretario General notificará a todos los Estados mencionados en el párrafo 1 del artículo 25:

- a) las firmas, ratificaciones y adhesiones conforme al artículo 25;
- b) la fecha en que el presente Convenio entre en vigor conforme al artículo 26;
- c) las denuncias hechas conforme al artículo 29; y
- d) las declaraciones y notificaciones hechas conforme a los artículos 27, 28, 30 y 32.



EN FE DE LO CUAL, los infrascritos, debidamente autorizados, han firmado el presente Convenio en nombre de sus gobiernos respectivos.

HECHO EN VIENA, el vigésimo primer día del mes de febrero de mil novecientos setenta y uno, en un solo ejemplar cuyos textos chino, español, francés, inglés y ruso son igualmente auténticos. El Convenio será depositado ante el Secretario General de las Naciones Unidas quien transmitirá copias certificadas conformes del mismo a todos los Miembros de las Naciones Unidas y a todos los demás Estados mencionados en el párrafo 1 del artículo 25.

TIAS 9725

## CONVENTION SUR LES SUBSTANCES PSYCHOTROPES

## PREAMBULE

Les Parties,

Soucieuses de la santé physique et morale de l'humanité,

Préoccupées par le problème de santé publique et le problème social qui résultent de l'abus de certaines substances psychotropes,

Déterminées à prévenir et à combattre l'abus de ces substances et le trafic illicite auquel il donne lieu,

Considérant qu'il est nécessaire de prendre des mesures rigoureuses pour limiter l'usage de ces substances à des fins légitimes,

Reconnaissant que l'utilisation des substances psychotropes à des fins médicales et scientifiques est indispensable et que la possibilité de se procurer des substances à ces fins ne devrait faire l'objet d'aucune restriction injustifiée,

Croyant que pour être efficaces les mesures prises contre l'abus de ces substances doivent être coordonnées et universelles,

Reconnaissant la compétence de l'Organisation des Nations Unies en matière de contrôle des substances psychotropes et désirant que les organes internationaux intéressés exercent leur activité dans le cadre de cette Organisation,

Convaincues qu'une convention internationale est nécessaire pour réaliser ces fins,

Conviennent de ce qui suit :

## ARTICLE PREMIER

Glossaire

Sauf indication expresse en sens contraire, ou sauf si le contexte exige qu'il en soit autrement, les expressions suivantes ont dans la présente Convention les significations indiquées ci-dessous :

- a) L'expression "Conseil" désigne le Conseil économique et social des Nations Unies.
- b) L'expression "Commission" désigne la Commission des stupéfiants du Conseil.
- c) L'expression "Organe" désigne l'Organe international de contrôle des stupéfiants institué en vertu de la Convention unique sur les stupéfiants de 1961.
- d) L'expression "Secrétaire général" désigne le Secrétaire général de l'Organisation des Nations Unies.
- e) L'expression "Substance psychotrope" désigne toute substance, qu'elle soit d'origine naturelle ou synthétique, ou tout produit naturel du Tableau I, II, III ou IV.
- f) L'expression "préparation" désigne :
  - i) Une solution ou un mélange, quel que soit son état physique, contenant une ou plusieurs substances psychotropes, ou
  - ii) une ou plusieurs substances psychotropes divisées en unités de prise.
- g) Les expressions "Tableau I", "Tableau II", "Tableau III" et "Tableau IV" désignent les listes de substances psychotropes portant les numéros correspondants, annexées à la présente Convention, qui pourront être modifiées, conformément à l'article 2.
- h) Les expressions "exportation" et "importation" désignent, chacune dans son acception particulière, le transfert matériel d'une substance psychotrope d'un Etat dans un autre Etat.
- i) L'expression "fabrication" désigne toutes les opérations permettant d'obtenir des substances psychotropes, et comprend la purification et la transformation de substances psychotropes en d'autres substances psychotropes. Cette expression comprend aussi la fabrication de préparations autres que celles qui sont faites, sur ordonnance, dans une pharmacie.
- j) L'expression "trafic illicite" désigne la fabrication ou le trafic de substances psychotropes, effectués contrairement aux dispositions de la présente Convention.
- k) L'expression "région" désigne toute partie d'un Etat qui, en vertu de l'article 28, est traitée comme une entité distincte aux fins de la présente Convention.
- l) L'expression "locaux" désigne les bâtiments, les parties de bâtiments ainsi que le terrain affecté auxdits bâtiments ou aux parties desdits bâtiments.

## ARTICLE 2

Champ d'application du contrôle des substances

1. Si une Partie ou l'Organisation mondiale de la santé est en possession de renseignements se rapportant à une substance non encore soumise au contrôle international qui, à son avis, peuvent rendre nécessaire son adjonction à l'un des Tableaux de la présente Convention, elle adressera au Secrétaire général une notification accompagnée de tous les renseignements pertinents à l'appui. Cette procédure sera de même appliquée lorsqu'une Partie ou l'Organisation mondiale de la santé sera en possession de renseignements qui justifient le transfert d'une substance d'un Tableau à un autre, ou la suppression de son inscription à l'un des Tableaux.
  2. Le Secrétaire général communiquera cette notification, ainsi que les renseignements qu'il jugera pertinents, aux Parties, à la Commission et, si la notification a été faite par une Partie, à l'Organisation mondiale de la santé.
  3. S'il résulte des renseignements accompagnant cette notification que ladite substance est susceptible d'être inscrite au Tableau I ou au Tableau II en vertu du paragraphe 4, les Parties examineront, à la lumière de tous les renseignements dont elles disposeront, la possibilité d'appliquer à titre provisoire à cette substance toutes les mesures de contrôle applicables aux substances du Tableau I ou du Tableau II, selon le cas.
  4. Si l'Organisation mondiale de la santé constate :
    - a) que ladite substance peut provoquer
      - i) 1) un état de dépendance, et
      - 2) une stimulation ou une dépression du système nerveux central donnant lieu à des hallucinations ou à des troubles de la fonction motrice ou du jugement ou du comportement ou de la perception ou de l'humeur, ou
    - ii) des abus et des effets nocifs comparables à ceux d'une substance du Tableau I, II, III ou IV, et
  - b) qu'il existe des raisons suffisantes de croire que la substance donne ou risque de donner lieu à des abus tels qu'elle constitue un problème de santé publique et un problème social justifiant qu'elle soit placée sous contrôle international,
- elle communiquera à la Commission une évaluation de cette substance, où elle indiquera notamment la mesure dans laquelle la substance donne ou risque de donner lieu à des abus, le degré de gravité du problème de santé publique et du problème social et le degré d'utilité de la substance en thérapeutique, ainsi que des recommandations sur les mesures éventuelles de contrôle auxquelles il serait opportun de l'assujettir à la lumière de cette évaluation.



5. Tenant compte de la communication de l'Organisation mondiale de la santé, dont les évaluations seront déterminantes en matière médicale et scientifique, et prenant en considération les facteurs d'ordre économique, social, juridique, administratif et tous autres facteurs qu'elle pourra juger pertinents, la Commission pourra ajouter ladite substance au Tableau I, II, III ou IV. Elle pourra demander des renseignements complémentaires à l'Organisation mondiale de la santé ou à d'autres sources appropriées.

6. Si une notification faite en vertu du paragraphe 1 a trait à une substance déjà inscrite à l'un des Tableaux, l'Organisation mondiale de la santé transmettra à la Commission ses nouvelles constatations ainsi que toute nouvelle évaluation de cette substance qu'elle pourra faire conformément aux dispositions du paragraphe 4 et toutes nouvelles recommandations portant sur des mesures de contrôle qui pourront lui paraître appropriées à la lumière de ladite évaluation. La Commission, tenant compte de la communication reçue de l'Organisation mondiale de la santé conformément au paragraphe 5, ainsi que des facteurs énumérés dans ledit paragraphe, pourra décider de transférer cette substance d'un Tableau à un autre, ou de supprimer son inscription aux Tableaux.

7. Toute décision de la Commission prise en vertu du présent article sera communiquée par le Secrétaire général à tous les Etats Membres de l'Organisation des Nations Unies, aux Etats non membres Parties à la présente Convention, à l'Organisation mondiale de la santé et à l'Organe. Cette décision prendra pleinement effet pour chaque Partie 180 jours après la date de la communication, sauf pour une Partie qui, pendant cette période, et au sujet d'une décision ayant pour effet d'ajouter une substance à un Tableau, aura informé par écrit le Secrétaire général qu'en raison de circonstances exceptionnelles elle n'est pas en mesure de soumettre cette substance à toutes les dispositions de la Convention applicables aux substances de ce Tableau. Une telle notification exposera les motifs de cette décision exceptionnelle. Nonobstant cette notification, chaque Partie devra appliquer au minimum les mesures de contrôle énumérées ci-après.

a) La Partie qui a notifié au Secrétaire général une telle décision au sujet d'une substance jusque-là non soumise au contrôle et ajoutée au Tableau I, tiendra compte, autant que possible, des mesures de contrôle spéciales énumérées à l'article 7 et, en ce qui concerne cette substance, devra :

- i) exiger des licences pour sa fabrication, son commerce et sa distribution, conformément aux dispositions prévues par l'article 8 pour les substances du Tableau II;
- ii) exiger qu'elle ne soit fournie ou dispensée que sur ordonnance médicale, conformément aux dispositions prévues par l'article 9 pour les substances du Tableau II;

- iii) se conformer aux obligations relatives à l'exportation et à l'importation énoncées à l'article 12, sauf à l'égard d'une autre Partie ayant adressé au Secrétaire général une notification au sujet de la substance en question;
- iv) se conformer aux obligations énoncées pour les substances du Tableau II à l'article 13, portant interdiction ou restrictions à l'exportation et à l'importation;
- v) fournir à l'Organe des rapports statistiques conformément aux dispositions de l'alinéa a) du paragraphe 4 de l'article 16; et
- vi) prendre des mesures conformes aux dispositions de l'article 22 en vue de réprimer tout acte contraire aux lois ou règlements adoptés en exécution des obligations ci-dessus.

b) La Partie qui a notifié au Secrétaire général une telle décision au sujet d'une substance jusque-là non soumise au contrôle et ajoutée au Tableau II devra en ce qui concerne cette substance :

- i) exiger des licences pour sa fabrication, son commerce et sa distribution, conformément aux dispositions de l'article 8;
- ii) exiger qu'elle ne soit fournie ou dispensée que sur ordonnance médicale, conformément aux dispositions de l'article 9;
- iii) se conformer aux obligations relatives à l'exportation et à l'importation énoncées à l'article 12, sauf à l'égard d'une autre Partie ayant adressé au Secrétaire général une notification au sujet de la substance en question;
- iv) se conformer aux obligations énoncées à l'article 13, portant interdiction ou restrictions à l'exportation et à l'importation;
- v) fournir à l'Organe des rapports statistiques conformément aux dispositions des alinéas a), c) et d), du paragraphe 4 de l'article 16; et
- vi) prendre des mesures conformes aux dispositions de l'article 22 en vue de réprimer tout acte contraire aux lois ou règlements adoptés en exécution des obligations ci-dessus.

c) La Partie qui a notifié au Secrétaire général une telle décision au sujet d'une substance jusque-là non soumise au contrôle et ajoutée au Tableau III devra, en ce qui concerne cette substance :

- i) exiger des licences pour sa fabrication, son commerce et sa distribution, conformément aux dispositions de l'article 8;
- ii) exiger qu'elle ne soit fournie ou dispensée que sur ordonnance médicale, conformément aux dispositions de l'article 9;

- iii) se conformer aux obligations relatives à l'exportation énoncées à l'article 12, sauf à l'égard d'une autre Partie ayant adressé au Secrétaire général une notification au sujet de la substance en question;
- iv) se conformer aux obligations énoncées à l'article 13, portant interdiction ou restrictions à l'exportation et à l'importation; et
- v) prendre des mesures conformes aux dispositions de l'article 22 en vue de réprimer tout acte contraire aux lois ou règlements adoptés en exécution des obligations ci-dessus.

d) La Partie qui a notifié au Secrétaire général une telle décision au sujet d'une substance jusque-là non soumise au contrôle et ajoutée au Tableau IV devra, en ce qui concerne cette substance :

- i) exiger des licences pour sa fabrication, son commerce et sa distribution, conformément aux dispositions de l'article 8;
- ii) se conformer aux obligations énoncées à l'article 13, portant interdiction ou restrictions à l'exportation et à l'importation; et
- iii) prendre des mesures conformes aux dispositions de l'article 22 en vue de réprimer tout acte contraire aux lois ou règlements adoptés en exécution des obligations ci-dessus.

e) La Partie qui a notifié au Secrétaire général une telle décision au sujet d'une substance transférée à un Tableau auquel s'appliquent des mesures de contrôle et des obligations plus strictes appliquera au minimum l'ensemble des dispositions de la présente Convention applicables au Tableau d'où elle a été transférée.

8. a) Les décisions de la Commission prises en vertu du présent article seront sujettes à revision par le Conseil si une Partie en formule la demande dans les 180 jours suivant la réception de la notification de la décision. La demande de revision devra être adressée au Secrétaire général en même temps que tous les renseignements pertinents qui l'auront motivée.

b) Le Secrétaire général communiquera copie de la demande de revision et des renseignements pertinents à la Commission, à l'Organisation mondiale de la santé et à toutes les Parties, en les invitant à lui communiquer leurs observations dans un délai de quatre-vingt-dix jours. Toutes les observations ainsi reçues seront soumises à l'examen du Conseil.

c) Le Conseil peut confirmer, modifier ou annuler la décision de la Commission. Sa décision sera notifiée à tous les Etats Membres de l'Organisation des Nations Unies, aux Etats non membres Parties à la présente Convention, à la Commission, à l'Organisation mondiale de la santé et à l'Organe.

d) Au cours de la procédure de revision, la décision originale de la Commission restera en vigueur, sous réserve des dispositions du paragraphe 7.

9. Les Parties feront tout ce qui est en leur pouvoir afin de soumettre à des mesures de surveillance autant que faire se pourra les substances qui ne sont pas visées par la présente Convention, mais qui peuvent être utilisées pour la fabrication illicite de substances psychotropes.

#### ARTICLE 3

##### Dispositions particulières relatives au contrôle des préparations

1. Sous réserve de ce qui est stipulé aux paragraphes suivants du présent article, une préparation est soumise aux mêmes mesures de contrôle que la substance psychotrope qu'elle contient, et, si elle contient plus d'une telle substance, aux mesures applicables à celle de ces substances qui est la plus strictement contrôlée.
2. Si une préparation qui contient une substance psychotrope autre qu'une substance du Tableau I est composée de telle manière qu'elle ne présente qu'un risque d'abus négligeable ou nul, et que la substance ne peut pas être récupérée en quantité pouvant donner lieu à des abus, par des moyens facilement applicables, et qu'en conséquence cette préparation ne crée, ni un problème pour la santé publique, ni un problème social, ladite préparation pourra être exemptée de certaines des mesures de contrôle énoncées dans la présente Convention, conformément au paragraphe 3.
3. Si une Partie constate qu'une préparation relève des dispositions du paragraphe précédent, elle peut décider de l'exempter, dans son pays ou dans l'une de ses régions, d'une ou de toutes les mesures de contrôle prévues dans la présente Convention; toutefois ladite préparation demeurera soumise aux obligations énoncées dans les articles suivants :
  - a) article 8 (licences), en ce qu'il s'applique à la fabrication;
  - b) article 11 (enregistrement), en ce qu'il s'applique aux préparations exemptées;
  - c) article 13 (interdiction et restrictions à l'exportation et à l'importation);
  - d) article 15 (inspection), en ce qu'il s'applique à la fabrication;
  - e) article 16 (renseignements à fournir par les Parties), en ce qu'il s'applique aux préparations exemptées; et
  - f) article 22 (dispositions pénales), dans la mesure nécessaire à la répression d'actes contraires aux lois ou règlements adoptés conformément aux obligations ci-dessus.

Ladite Partie notifiera au Secrétaire général toutes décisions de ce genre, ainsi que le nom et la composition de la préparation exemptée, et les mesures de contrôle dont celle-ci est exemptée. Le Secrétaire général transmettra la notification aux autres Parties, à l'Organisation mondiale de la santé et à l'Organe.



4. Si une Partie ou l'Organisation mondiale de la santé a des informations sur une préparation exemptée en vertu du paragraphe 3, qui, à son avis, justifient la suppression complète ou partielle de l'exemption, elle les notifiera au Secrétaire général et lui fournira les informations à l'appui de cette notification. Le Secrétaire général transmettra cette notification, accompagnée de toute information qu'il jugera pertinente, aux Parties, à la Commission et, lorsque la notification sera faite par une Partie, à l'Organisation mondiale de la santé. L'Organisation mondiale de la santé communiquera à la Commission une évaluation de la préparation prenant en considération les facteurs énumérés au paragraphe 2, ainsi qu'une recommandation relative aux mesures de contrôle dont la préparation devrait éventuellement cesser d'être exemptée. La Commission, tenant compte de la communication de l'Organisation mondiale de la santé, dont l'évaluation sera déterminante en matière médicale et scientifique, et prenant en considération les facteurs d'ordre économique, social, juridique, administratif et autres, qu'elle pourra juger pertinents, pourra décider que la préparation cessera d'être exemptée d'une ou de toutes les mesures de contrôle. Le Secrétaire général communiquera toute décision de la Commission prise en vertu du présent paragraphe à tous les Etats Membres de l'Organisation des Nations Unies, aux Etats non membres Parties à la présente Convention, à l'Organisation mondiale de la santé et à l'Organe. Toutes les Parties prendront des dispositions en vue de supprimer l'exemption de la ou des mesures de contrôle en question dans un délai de 180 jours à compter de la date de la communication du Secrétaire général.

#### ARTICLE 4

##### Autres dispositions particulières relatives au champ d'application du contrôle

En ce qui concerne les substances psychotropes autres que celles du Tableau I, les Parties pourront autoriser :

- a) le transport par les voyageurs internationaux de petites quantités de préparations pour leur usage personnel; chaque Partie pourra cependant s'assurer que ces préparations ont été légalement obtenues;
- b) l'emploi de ces substances dans l'industrie pour la fabrication de substances ou produits non psychotropes, sous réserve que leur soient appliquées les mesures de contrôle requises par la présente Convention jusqu'à ce que l'état des substances psychotropes soit tel qu'elles ne puissent pas, dans la pratique, donner lieu à des abus ou être récupérées; et
- c) l'utilisation de ces substances, sous réserve que leur soient appliquées les mesures de contrôle requises par la présente Convention, pour la capture d'animaux par des personnes expressément autorisées par les autorités compétentes à utiliser lesdites substances à cet effet.

## ARTICLE 5

Limitation de l'utilisation aux fins médicales et scientifiques

1. Chaque Partie limitera l'utilisation des substances du Tableau I ainsi qu'il est prévu à l'article 7.
2. Chaque Partie devra, sous réserve des dispositions de l'article 4, limiter, par les mesures qu'elle jugera appropriées, la fabrication, l'exportation, l'importation, la distribution, les stocks, le commerce, l'emploi et la détention de substances des Tableaux II, III et IV aux fins médicales et scientifiques.
3. Il est souhaitable que les Parties n'autorisent pas la détention de substances des Tableaux II, III et IV, sauf dans les conditions prévues par la loi.

## ARTICLE 6

Administration spéciale

Il est souhaitable qu'à l'effet d'appliquer les dispositions de la présente Convention chaque Partie institue et entretienne une administration spéciale. Il peut y avoir avantage à ce que cette administration soit la même que l'administration spéciale qui a été instituée en vertu des dispositions des conventions soumettant les stupéfiants à un contrôle, ou qu'elle travaille en étroite collaboration avec cette administration spéciale.

## ARTICLE 7

Dispositions spéciales visant les substances du Tableau I

En ce qui concerne les substances du Tableau I, les Parties devront :

- a) interdire toute utilisation de ces substances, sauf à des fins scientifiques ou à des fins médicales très limitées, par des personnes dûment autorisées qui travaillent dans des établissements médicaux ou scientifiques relevant directement de leurs gouvernements ou expressément autorisés par eux;
- b) exiger que la fabrication, le commerce, la distribution et la détention de ces substances soient subordonnés à la possession d'une licence spéciale ou d'une autorisation préalable;
- c) prévoir une surveillance étroite des activités et des actes mentionnés aux alinéas a) et b);
- d) ne permettre de délivrer à une personne dûment autorisée que la quantité de ces substances nécessaire aux fins pour lesquelles l'autorisation a été accordée;
- e) exiger que les personnes exerçant des fonctions médicales et scientifiques enregistrent l'acquisition de ces substances et les détails de leur utilisation, lesdits enregistrements devant être conservés pendant au moins deux ans après la dernière utilisation qui y aura été consignée; et

f) interdire l'exportation et l'importation de ces substances sauf lorsque l'exportateur et l'importateur seront l'un et l'autre l'autorité ou l'administration compétente du pays ou de la région exportateurs et importateurs, respectivement, ou d'autres personnes ou entreprises que les autorités compétentes de leurs pays ou régions auront expressément autorisées à cet effet. Les exigences prévues au paragraphe 1 de l'article 12 en ce qui concerne les autorisations d'exportation et d'importation pour les substances du Tableau II s'appliqueront également aux substances du Tableau I.

#### ARTICLE 8

##### Licences

1. Les Parties exigeront une licence ou autre mesure de contrôle similaire pour la fabrication, le commerce (y compris le commerce d'exportation et d'importation) et la distribution des substances des Tableaux II, III et IV.
2. Les Parties :
  - a) exerceront une surveillance sur toutes les personnes et entreprises dûment autorisées se livrant à la fabrication, au commerce (y compris le commerce d'exportation et d'importation) ou à la distribution des substances visées au paragraphe 1;
  - b) soumettront à un régime de licence ou autre mesure de contrôle similaire les établissements et les locaux dans lesquels cette fabrication, ce commerce ou cette distribution peuvent se faire; et
  - c) feront en sorte que des mesures de sécurité soient prises pour ces établissements et ces locaux, de manière à prévenir les vols ou autres détournements de stocks.
3. Les dispositions des paragraphes 1 et 2 du présent article concernant le régime de licence ou autres mesures de contrôle similaires ne s'appliqueront pas nécessairement aux personnes dûment autorisées à exercer des fonctions thérapeutiques ou scientifiques et agissant dans l'exercice de ces fonctions.
4. Les Parties exigeront que toutes les personnes à qui des licences sont délivrées en application de la présente Convention ou qui possèdent des autorisations équivalentes conformément aux dispositions prévues au paragraphe 1 du présent article ou à l'alinéa b) de l'article 7 soient dûment qualifiées pour appliquer effectivement et fidèlement les dispositions des lois et règlements adoptés en exécution de la présente Convention.

## ARTICLE 9

Ordonnances médicales

1. Les Parties exigeront que les substances des Tableaux II, III et IV ne soient fournies ou dispensées pour être utilisées par des particuliers que sur ordonnance médicale, sauf dans les cas où des particuliers peuvent légalement obtenir, utiliser, dispenser ou administrer ces substances dans l'exercice dument autorisé de fonctions thérapeutiques ou scientifiques.
2. Les Parties prendront les mesures nécessaires pour que les ordonnances prescrivant des substances des Tableaux II, III et IV soient délivrées conformément à la pratique médicale et soumises, en ce qui concerne notamment le nombre des renouvellements possibles et la durée de leur validité, à une réglementation qui assure la protection de la santé et de l'intérêt publics.
3. Nonobstant les dispositions du paragraphe 1, une Partie peut si, à son avis, la situation locale l'exige et dans les conditions qu'elle pourra prescrire, y compris en matière d'enregistrement, autoriser les pharmaciens sous licence ou tous autres distributeurs de détail sous licence désignés par les autorités chargées de la santé publique dans son pays ou une partie de celui-ci, à fournir, à leur discrétion et sans ordonnance, pour être utilisées par des particuliers dans des cas exceptionnels et à des fins médicales, de petites quantités de substances des Tableaux III et IV, dans les limites que les Parties définiront.

## ARTICLE 10

Mises en garde à porter sur le conditionnement  
et annonces publicitaires

1. Chaque Partie exigera, compte tenu des réglementations ou recommandations pertinentes de l'Organisation mondiale de la santé, que soient indiqués sur les étiquettes, lorsqu'il sera possible de le faire et de toute façon sur la notice accompagnant le conditionnement pour la distribution au détail des substances psychotropes, le mode d'emploi ainsi que les précautions à prendre et les mises en garde qui sont nécessaires, à son avis, pour la sécurité de l'utilisateur.
2. Chaque Partie, tenant dument compte des dispositions de sa constitution, interdira les annonces publicitaires ayant trait aux substances psychotropes et destinées au grand public.



## ARTICLE 11

Enregistrement

1. Les Parties exigeront que, pour les substances du Tableau I, les fabricants et toutes autres personnes autorisées en vertu de l'article 7 à faire le commerce de ces substances et à les distribuer procèdent à l'enregistrement, dans les conditions déterminées par chaque Partie, de manière à faire apparaître, de façon précise, les quantités fabriquées ou détenues en stock ainsi que pour chaque acquisition et pour chaque cession, la quantité, la date et les noms du fournisseur et de l'acquéreur.
2. Les Parties exigeront que, pour les substances des Tableaux II et III, les fabricants, les distributeurs de gros, les exportateurs et les importateurs procèdent à l'enregistrement dans les conditions déterminées par chaque Partie, de manière à faire apparaître de façon précise, les quantités fabriquées ainsi que, pour chaque acquisition et pour chaque cession, la quantité, la date et les noms du fournisseur et de l'acquéreur.
3. Les Parties exigeront que, pour les substances du Tableau II, les distributeurs de détail, les établissements hospitaliers, les centres de traitement et les institutions scientifiques procèdent à l'enregistrement dans les conditions déterminées pour chaque Partie, de manière à faire apparaître, de façon précise, pour chaque acquisition et pour chaque cession, la quantité, la date et les noms du fournisseur et de l'acquéreur.
4. Les Parties veilleront, par des méthodes appropriées et en tenant compte des pratiques professionnelles et commerciales qui leur sont propres, à ce que les informations relatives à l'acquisition et à la cession de substances du Tableau III par des distributeurs de détail, des établissements hospitaliers, des centres de traitement et des institutions scientifiques puissent être facilement consultées.
5. Les Parties exigeront que, pour les substances du Tableau IV, les fabricants, les exportateurs et les importateurs procèdent à l'enregistrement, dans les conditions déterminées par chaque Partie, de manière à faire apparaître les quantités fabriquées, exportées et importées.
6. Les Parties exigeront des fabricants de préparations exemptées conformément au paragraphe 3 de l'article 3 qu'ils enregistrent la quantité de chaque substance psychotrope utilisée dans la fabrication d'une préparation exemptée, la nature et la quantité totale de la préparation exemptée fabriquée à partir de cette substance, ainsi que les mentions relatives à la première cession de ladite préparation.
7. Les Parties veilleront à ce que les enregistrements et les informations visées au présent article et qui sont nécessaires à l'établissement des rapports prévus à l'article 16, soient conservés pendant deux ans au moins.

## ARTICLE 12

Dispositions relatives au commerce international

1. a) Toute Partie autorisant l'exportation ou l'importation de substances du Tableau I ou II doit exiger qu'une autorisation d'importation ou d'exportation distincte, rédigée sur un formulaire d'un modèle établi par la Commission, soit obtenue pour chaque exportation ou importation, qu'il s'agisse d'une ou de plusieurs substances.

b) Cette autorisation doit comporter la dénomination commune internationale de la substance ou, en l'absence d'une telle dénomination, la désignation de la substance dans le Tableau, la quantité à exporter ou à importer, la forme pharmaceutique, le nom et l'adresse de l'exportateur et de l'importateur, et la période au cours de laquelle l'exportation ou l'importation doit avoir lieu. Si la substance est exportée ou importée sous forme de préparation, le nom de la préparation, s'il en existe un, sera aussi indiqué. L'autorisation d'exportation doit aussi indiquer le numéro et la date du certificat d'importation, et spécifier l'autorité qui l'a délivré.

c) Avant de délivrer une autorisation d'exportation les Parties exigeront une autorisation d'importation délivrée par les autorités compétentes du pays ou de la région importateurs et attestant que l'importation de la substance ou des substances dont il est question est approuvée, et cette autorisation sera produite par la personne ou l'établissement demandant l'autorisation d'exportation.

d) Une copie de l'autorisation d'exportation sera jointe à chaque envoi, et le gouvernement qui délivre l'autorisation d'exportation en adressera une copie au gouvernement du pays ou de la région importateurs.

e) Lorsque l'importation a été effectuée, le gouvernement du pays ou de la région importateurs renverra au gouvernement du pays ou de la région exportateurs l'autorisation d'exportation avec une attestation certifiant la quantité effectivement importée.

2. a) Les Parties exigeront que, pour chaque exportation de substances du Tableau III, les exportateurs établissent en trois exemplaires une déclaration, rédigée sur un formulaire d'un modèle établi par la Commission, contenant les renseignements suivants :

- i) le nom et l'adresse de l'exportateur et de l'importateur;
- ii) la dénomination commune internationale ou, en l'absence d'une telle dénomination, la désignation de la substance dans le Tableau;
- iii) la quantité de la substance et la forme pharmaceutique sous laquelle la substance est exportée, et, si c'est sous la forme d'une préparation, le nom de cette préparation, s'il existe; et
- iv) la date d'envoi.

b) Les exportateurs fourniront aux autorités compétentes de leur pays ou de leur région deux exemplaires de cette déclaration. Ils joindront le troisième exemplaire à leur envoi.

c) La Partie du territoire de laquelle une substance du Tableau III a été exportée devra, aussitôt que possible mais au plus tard quatre-vingt-dix jours après la date d'envoi, transmettre aux autorités compétentes du pays ou de la région importateurs, sous pli recommandé avec accusé de réception, un exemplaire de la déclaration reçue de l'exportateur.

d) Les Parties pourront exiger que, dès réception du colis, l'importateur adresse aux autorités compétentes de son pays ou de sa région l'exemplaire qui accompagne l'envoi dûment endossé, en indiquant les quantités reçues et la date de réception.

3. Les substances des Tableaux I et II seront en outre soumises aux dispositions ci-après :

a) Les Parties exerceront dans les ports francs et les zones franches la même surveillance et le même contrôle que dans les autres parties de leur territoire, étant entendu, toutefois, qu'elles pourront appliquer un régime plus sévère.

b) Les exportations sous forme d'envois adressés à une banque au compte d'une personne différente de celle dont le nom figure sur l'autorisation d'exportation ou à une boîte postale seront interdites.

c) Les exportations de substances du Tableau I sous forme d'envois adressés à un entrepôt de douane seront interdites. Les exportations de substances du Tableau II sous forme d'envois adressés à un entrepôt de douane seront interdites, sauf si le Gouvernement du pays importateur précise, sur le certificat d'importation produit par la personne ou l'établissement qui demande l'autorisation d'exportation, qu'il a approuvé l'importation de l'envoi afin que celui-ci soit déposé dans un entrepôt de douane. En pareil cas, l'autorisation d'exportation précisera que l'envoi est effectué à cette fin. Tout retrait de l'entrepôt de douane sera subordonné à la présentation d'un permis émanant des autorités dont relève l'entrepôt, et, dans le cas d'un envoi à destination de l'étranger, il sera assimilé à une exportation nouvelle au sens de la présente Convention.

d) Les envois entrant sur le territoire d'une Partie ou en sortant sans être accompagnés d'une autorisation d'exportation seront retenus par les autorités compétentes.

e) Une Partie n'autorisera pas le passage en transit sur son territoire, en direction d'un autre pays, d'un envoi quelconque de ces substances, que cet envoi soit ou non déchargé du véhicule qui le transporte, sauf si la copie de l'autorisation d'exportation pour cet envoi est présentée aux autorités compétentes de ladite Partie.

f) Les autorités compétentes d'un pays ou d'une région quelconque à travers lesquels le passage d'un envoi de ces substances est autorisé prendront toutes les mesures nécessaires pour empêcher le déroutement dudit envoi vers une destination autre que celle qui figure sur la copie de l'autorisation d'exportation jointe à l'envoi, à moins que le Gouvernement du pays ou de la région à travers lesquels ledit envoi s'effectue n'autorise ce déroutement. Le Gouvernement de ce pays ou de cette région de transit traitera toute demande de déroutement comme s'il s'agissait d'une exportation du pays ou de la région de transit vers le pays ou la région de la nouvelle destination. Si le déroutement est autorisé, les dispositions de l'alinéa e) du paragraphe 1 s'appliqueront également entre le pays ou la région de transit et le pays ou la région d'où l'envoi a primitivement été exporté.

g) Aucun envoi de ces substances en transit ou déposé dans un entrepôt de douane ne peut être soumis à un traitement quelconque qui modifierait la nature des substances. L'emballage ne peut être modifié sans l'agrément des autorités compétentes.

h) Les dispositions des alinéas e) à g) relatives au transit de ces substances sur le territoire d'une Partie ne sont pas applicables si l'envoi est transporté par la voie aérienne à condition que l'aéronef n'atterrisse pas dans le pays ou la région de transit. Si l'aéronef atterrit dans ce pays ou cette région, ces dispositions s'appliqueront dans la mesure où les circonstances l'exigent.

i) Les dispositions du présent paragraphe ne portent pas préjudice à celles de tout accord international qui limite le contrôle pouvant être exercé par toute Partie sur ces substances en transit.

#### ARTICLE 13

##### Interdiction et restrictions à l'exportation et à l'importation

1. Une Partie peut notifier à toutes les autres Parties par l'intermédiaire du Secrétaire général qu'elle interdit l'importation dans son pays ou dans l'une de ses régions d'une ou plusieurs substances du Tableau II, III ou IV, spécifiées dans sa notification. Dans cette notification, elle indiquera le nom donné à la substance dans le Tableau II, III ou IV.
2. Si une Partie a reçu une notification d'interdiction comme prévu au paragraphe 1, elle prendra les mesures nécessaires pour qu'aucune des substances spécifiées dans ladite notification ne soit exportée vers le pays ou l'une des régions de la Partie qui a fait la notification.



3. Nonobstant les dispositions des paragraphes précédents, une Partie qui a fait une notification conformément au paragraphe 1 peut, en délivrant dans chaque cas un permis spécial d'importation, autoriser l'importation de quantités déterminées des substances en question ou de préparations qui en contiennent. L'autorité du pays importateur qui aura délivré le permis spécial d'importation l'adressera en deux exemplaires, qui porteront le nom et l'adresse de l'importateur et de l'exportateur, à l'autorité compétente du pays ou de la région exportateurs, qui pourra alors autoriser l'exportateur à faire l'expédition. Celle-ci sera accompagnée d'un exemplaire du permis spécial d'importation dûment visé par l'autorité compétente du pays ou de la région exportateurs.

#### ARTICLE 14

Dispositions spéciales concernant le transport des substances psychotropes dans les troussees de premiers secours des navires, aéronefs ou autres moyens de transport public effectuant des parcours internationaux

1. Le transport international par navires, aéronefs ou autres moyens de transport public international, tels que les trains et autocars internationaux, de quantités limitées de substances du Tableau II, III ou IV susceptibles d'être nécessaires pendant le voyage pour l'administration des premiers secours et pour les cas d'urgence ne sera pas considéré comme une exportation, une importation ou un transit au sens de la présente Convention.
2. Des précautions appropriées seront prises par le pays d'immatriculation pour empêcher l'usage indu des substances mentionnées au paragraphe 1 ou leur détournement à des fins illicites. La Commission recommandera ces précautions en consultation avec les organisations internationales compétentes.
3. Les substances transportées par navires, aéronefs ou autres moyens de transport public international, tels que les trains et autocars internationaux, conformément aux dispositions du paragraphe 1, seront soumises aux lois, règlements, permis et licences du pays d'immatriculation, sans préjudice du droit des autorités locales compétentes de procéder à des vérifications, inspections et autres opérations de contrôle à bord de ces moyens de transport. L'administration de ces substances en cas d'urgence ne sera pas considérée comme contrevenant aux dispositions du paragraphe 1 de l'article 9.

## ARTICLE 15

Inspection

Les Parties institueront un système d'inspection des fabricants, des exportateurs, des importateurs et des distributeurs de gros et de détail de substances psychotropes, ainsi que des institutions médicales et scientifiques qui utilisent ces substances. Elles prévoiront des inspections aussi fréquentes qu'elles le jugeront nécessaire des locaux, des stocks et des enregistrements.

## ARTICLE 16

Renseignements à fournir par les Parties

1. Les Parties fourniront au Secrétaire général les renseignements que la Commission peut demander en tant que nécessaires pour l'exercice de ses fonctions, et notamment un rapport annuel ayant trait au fonctionnement de la Convention sur leurs territoires et contenant des renseignements sur :
  - a) les modifications importantes apportées à leurs lois et règlements relatifs aux substances psychotropes; et
  - b) les faits particulièrement significatifs qui se seront produits sur leurs territoires en matière d'abus et de trafic illicite des substances psychotropes.
2. Les Parties communiqueront d'autre part au Secrétaire général les noms et adresses des autorités gouvernementales mentionnées à l'alinéa f) de l'article 7, à l'article 12 et au paragraphe 3 de l'article 13. Le Secrétaire général diffusera ces renseignements à toutes les Parties.
3. Les Parties adresseront au Secrétaire général, dans les plus brefs délais, un rapport sur les cas de trafic illicite de substances psychotropes et de saisie de substances faisant l'objet de ce trafic illicite, lorsque ces cas leur paraîtront importants en raison :
  - a) des tendances nouvelles mises en évidence;
  - b) des quantités en cause;
  - c) de la lumière qu'elles jettent sur les sources d'approvisionnement; ou
  - d) des méthodes employées par les trafiquants illicites.Des copies du rapport seront communiquées conformément à l'alinéa b) de l'article 21.
4. Les Parties fourniront à l'Organe des rapports statistiques annuels, en utilisant à cet effet les formulaires établis par l'Organe. Ces rapports porteront :
  - a) en ce qui concerne chacune des substances des Tableaux I et II, sur les quantités fabriquées, exportées à destination de et importées en provenance de chaque pays ou région, ainsi que sur les stocks détenus par les fabricants;

- b) en ce qui concerne chacune des substances des Tableaux III et IV, sur les quantités fabriquées, ainsi que sur les quantités totales exportées et importées;
- c) en ce qui concerne chacune des substances des Tableaux II et III, sur les quantités utilisées pour la fabrication de préparations exemptées; et
- d) en ce qui concerne chacune des substances inscrites à un Tableau autre que le Tableau I, sur les quantités employées à des fins industrielles, conformément aux dispositions de l'alinéa b) de l'article 4.

Les quantités fabriquées qui sont visées aux alinéas a) et b) du présent paragraphe ne comprennent pas les quantités de préparations fabriquées.

5. Une Partie fournira à l'Organe, sur sa demande, des renseignements statistiques supplémentaires ayant trait à des périodes à venir sur les quantités de telle ou telle substance des Tableaux III et IV exportées à destination de chaque pays ou région et importées en provenance de chaque pays ou région. Cette Partie pourra demander à l'Organe de donner un caractère confidentiel tant à sa demande de renseignements qu'aux renseignements fournis en vertu du présent paragraphe.

6. Les Parties fourniront les renseignements mentionnés dans les paragraphes 1 et 4 de la manière et aux dates que la Commission ou l'Organe pourra fixer.

#### ARTICLE 17

##### Fonctions de la Commission

1. La Commission peut examiner toutes les questions ayant trait aux buts de la présente Convention et à l'application de ses dispositions et faire des recommandations à cet effet.

2. Les décisions de la Commission prévues à l'article 2 et à l'article 3 seront prises à la majorité des deux tiers des membres de la Commission.

#### ARTICLE 18

##### Rapports de l'Organe

1. L'Organe établit sur ses travaux des rapports annuels dans lesquels figurent une analyse des renseignements statistiques dont il dispose et, dans les cas appropriés, un exposé des explications que les gouvernements ont pu fournir ou ont été requis de fournir, ainsi que toute observation et recommandation que l'Organe peut vouloir formuler. L'Organe peut également faire tous rapports supplémentaires qu'il peut juger nécessaires. Les rapports sont présentés au Conseil par l'intermédiaire de la Commission qui peut formuler les observations qu'elle juge opportunes.

2. Les rapports de l'Organe sont communiqués aux Parties et publiés ultérieurement par le Secrétaire général. Les Parties autorisent la libre distribution de ces rapports.

## ARTICLE 19

Mesures à prendre par l'Organe pour assurer l'exécution  
des dispositions de la Convention

1. a) Si, après examen des renseignements adressés à l'Organe par les gouvernements ou des renseignements communiqués par des organes des Nations Unies, l'Organe a motif de croire que les buts de la présente Convention sont sérieusement compromis du fait qu'un pays ou une région n'exécute pas ses dispositions, l'Organe a le droit de demander des explications au Gouvernement du pays ou de la région intéressés. Sous réserve du droit qu'il possède d'appeler l'attention des Parties, du Conseil et de la Commission sur la question visée à l'alinéa c), l'Organe considérera comme confidentielle une demande de renseignements ou une explication fournie par un gouvernement conformément au présent alinéa.

b) Après avoir agi conformément à l'alinéa a), l'Organe peut, s'il juge nécessaire de le faire, demander au Gouvernement intéressé de prendre les mesures correctives qui, en raison des circonstances, peuvent paraître nécessaires pour assurer l'exécution des dispositions de la présente Convention.

c) Si l'Organe constate que le Gouvernement intéressé n'a pas donné des explications satisfaisantes lorsqu'il a été invité à le faire conformément à l'alinéa a), ou a négligé d'adopter toute mesure corrective qu'il a été invité à prendre conformément à l'alinéa b), il peut appeler l'attention des Parties, du Conseil et de la Commission sur la question.

2. Lorsqu'il appelle l'attention des Parties, du Conseil et de la Commission sur une question conformément à l'alinéa c) du paragraphe 1, l'Organe peut, s'il juge une telle mesure nécessaire, recommander aux Parties d'arrêter l'exportation de substances psychotropes à destination du pays ou de la région intéressés ou l'importation de substances psychotropes en provenance de ce pays ou de cette région, ou à la fois l'exportation et l'importation, soit pour une période déterminée, soit jusqu'à ce que la situation dans ce pays ou cette région lui donne satisfaction. L'Etat intéressé a le droit de porter la question devant le Conseil.

3. L'Organe a le droit de publier un rapport sur toute question visée par les dispositions du présent article, et de le communiquer au Conseil qui le transmettra à toutes les Parties. Si l'Organe publie dans ce rapport une décision prise en vertu du présent article ou des renseignements concernant cette décision, il doit également publier l'avis du Gouvernement intéressé si celui-ci le demande.

4. Dans les cas où une décision de l'Organe publiée conformément au présent article n'a pas été prise à l'unanimité, l'opinion de la minorité doit être exposée.



5. Tout Etat sera invité à se faire représenter aux séances de l'Organe au cours desquelles est examinée une question l'intéressant directement aux termes du présent article.

6. Les décisions de l'Organe prises en vertu du présent article doivent être adoptées à la majorité des deux tiers du nombre total des membres de l'Organe.

7. Les dispositions des paragraphes précédents s'appliqueront également si l'Organe a motif de croire que les buts de la présente Convention sont sérieusement compromis du fait d'une décision prise par une Partie en vertu des dispositions du paragraphe 7 de l'article 2.

#### ARTICLE 20

##### Mesures contre l'abus des substances psychotropes

1. Les Parties prendront toutes les mesures susceptibles de prévenir l'abus des substances psychotropes et assurer le prompt dépistage ainsi que le traitement, l'éducation, la post-cure, la réadaptation et la réintégration sociale des personnes intéressées; elles coordonneront leurs efforts à cette fin.

2. Les Parties favoriseront, autant que possible, la formation d'un personnel pour assurer le traitement, la post-cure, la réadaptation et la réintégration sociale des personnes qui abusent de substances psychotropes.

3. Les Parties aideront les personnes qui en ont besoin dans l'exercice de leur profession à acquérir la connaissance des problèmes posés par l'abus des substances psychotropes et par sa prévention, et elles développeront aussi cette connaissance parmi le grand public s'il y a lieu de craindre que l'abus de ces substances ne se répande très largement.

#### ARTICLE 21

##### Lutte contre le trafic illicite

Compte dûment tenu de leurs régimes constitutionnel, juridique et administratif, les Parties :

- a) assureront sur le plan national la coordination de l'action préventive et répressive contre le trafic illicite; à cette fin elles pourront utilement désigner un service approprié chargé de cette coordination;
- b) s'assisteront mutuellement dans la lutte contre le trafic illicite des substances psychotropes, et en particulier transmettront immédiatement aux autres Parties directement intéressées, par la voie diplomatique ou par l'intermédiaire des autorités compétentes qu'elles auront désignées à cet effet, copie de tout rapport qu'elles auraient adressé au Secrétaire général en vertu de l'article 16 à la suite de la découverte d'une affaire de trafic illicite ou d'une saisie;

- c) coopéreront étroitement entre elles et avec les organisations internationales compétentes dont elles sont membres afin de mener une lutte coordonnée contre le trafic illicite;
- d) veilleront à ce que la coopération internationale des services appropriés se réalise par des voies rapides; et
- e) s'assureront que, lorsque des pièces de procédure sont transmises entre des pays pour l'exercice d'une action judiciaire, la transmission soit effectuée par des voies rapides à l'adresse des instances désignées par les Parties; cette disposition ne porte pas atteinte au droit des Parties de demander que les pièces de procédure leur soient envoyées par la voie diplomatique.

## ARTICLE 22

Dispositions pénales

1. a) Sous réserve de ses dispositions constitutionnelles, chaque Partie considérera comme une infraction punissable tout acte commis intentionnellement qui contrevient à une loi ou à un règlement adopté en exécution de ses obligations découlant de la présente Convention, et prendra les mesures nécessaires pour que les infractions graves soient dûment sanctionnées, par exemple par une peine d'emprisonnement ou une autre peine privative de liberté.

b) Nonobstant les dispositions figurant à l'alinéa précédent, lorsque des personnes utilisant de façon abusive des substances psychotropes auront commis ces infractions, les Parties pourront, au lieu de les condamner ou de prononcer une sanction pénale à leur encontre, ou comme complément de la sanction pénale, soumettre ces personnes à des mesures de traitement, d'éducation, de post-cure, de réadaptation et de réintégration sociale, conformément aux dispositions du paragraphe 1 de l'article 20.

2. Sous réserve des dispositions constitutionnelles, du système juridique et de la législation nationale de chaque Partie :

- a) i) si une suite d'actes qui sont liés entre eux et qui constituent des infractions en vertu du paragraphe 1 ci-dessus a été commise dans des pays différents, chacun de ces actes sera considéré comme une infraction distincte;
- ii) la participation intentionnelle à l'une quelconque desdites infractions, l'association ou l'entente en vue de la commettre ou la tentative de la commettre, ainsi que les actes préparatoires et les opérations financières intentionnellement accomplis, relatifs aux infractions mentionnées dans le présent article, constitueront des infractions passibles des peines prévues au paragraphe 1;

- iii) les condamnations prononcées à l'étranger pour ces infractions seront prises en considération aux fins d'établissement de la récidive; et
  - iv) les infractions graves précitées, qu'elles soient commises par des nationaux ou des étrangers, seront poursuivies par la Partie sur le territoire de laquelle l'infraction a été commise ou par la Partie sur le territoire de laquelle le délinquant se trouve si l'extradition n'est pas compatible avec la législation de la Partie à laquelle la demande est adressée et si le délinquant n'a pas déjà été poursuivi et jugé.
- b) Il est souhaitable que les infractions mentionnées au paragraphe 1 et dans la partie ii) de l'alinéa a) du paragraphe 2 soient considérées comme des cas d'extradition aux termes de tout traité d'extradition conclu ou à conclure entre des Parties, et soient reconnues comme cas d'extradition entre elles par les Parties qui ne subordonnent pas l'extradition à l'existence d'un traité ou à la réciprocité, étant entendu, toutefois, que l'extradition sera accordée conformément à la législation de la Partie à qui la demande d'extradition est adressée et que ladite Partie aura le droit de refuser de procéder à l'arrestation du délinquant ou de refuser d'accorder son extradition si les autorités compétentes considèrent que l'infraction n'est pas suffisamment grave.
3. Toute substance psychotrope, toute autre substance et tout matériel utilisés ou qu'il était envisagé d'utiliser pour commettre l'une quelconque des infractions visées aux paragraphes 1 et 2, pourront être saisis et confisqués.
4. Aucune disposition du présent article ne portera atteinte aux dispositions de la législation nationale d'une Partie en matière de compétence.
5. Aucune disposition du présent article ne portera atteinte au principe selon lequel les infractions auxquelles il se réfère seront définies, poursuivies et punies conformément à la législation nationale de chacune des Parties.

#### ARTICLE 23

##### Application de mesures de contrôle plus sévères que celles qu'exige la Convention

Les Parties pourront adopter des mesures de contrôle plus strictes ou plus sévères que celles qui sont prévues par la présente Convention si elles le jugent opportun ou nécessaire pour la protection de la santé et de l'intérêt publics.

## ARTICLE 24

Dépenses des organes internationaux encourues pour l'administration  
des dispositions de la Convention

Les dépenses de la Commission et de l'Organe pour l'exécution de leurs fonctions respectives en vertu de la présente Convention seront assumées par l'Organisation des Nations Unies dans les conditions qui seront déterminées par l'Assemblée générale. Les Parties qui ne sont pas Membres de l'Organisation des Nations Unies contribueront à ces dépenses, l'Assemblée générale fixant périodiquement, après avoir consulté les Gouvernements de ces Parties, le montant des contributions qu'elle jugera équitable.

## ARTICLE 25

Procédure d'admission, de signature, de ratification et d'adhésion

1. Les Etats Membres de l'Organisation des Nations Unies, les Etats non membres de l'Organisation des Nations Unies qui sont membres d'une institution spécialisée des Nations Unies ou de l'Agence internationale de l'énergie atomique, ou qui sont Parties au Statut de la Cour internationale de Justice, ainsi que tout autre Etat invité par le Conseil, peuvent devenir Parties à la présente Convention :

- a) en la signant; ou
- b) en la ratifiant après l'avoir signée sous réserve de ratification; ou
- c) en y adhérant.

2. La présente Convention sera ouverte à la signature jusqu'au 1er janvier 1972 inclus. Elle sera ensuite ouverte à l'adhésion.

3. Les instruments de ratification ou d'adhésion seront déposés auprès du Secrétaire général.

## ARTICLE 26

Entrée en vigueur

1. La présente Convention entrera en vigueur quatre-vingt-dix jours après que quarante des Etats visés au paragraphe 1 de l'article 25 l'auront signée sans réserve de ratification ou auront déposé leurs instruments de ratification ou d'adhésion.

2. Pour tout autre Etat qui signe sans réserve de ratification, ou qui dépose un instrument de ratification ou d'adhésion après la date de la dernière signature ou du dernier dépôt visés au paragraphe précédent, la présente Convention entrera en vigueur quatre-vingt-dix jours après la date de sa signature ou du dépôt de son instrument de ratification ou d'adhésion.



## ARTICLE 27

Application territoriale

La présente Convention s'appliquera à tous les territoires non métropolitains qu'une Partie représente sur le plan international, sauf si le consentement préalable d'un tel territoire est nécessaire en vertu soit de la Constitution de la Partie ou du territoire intéressé, soit de la coutume. En ce cas, la Partie s'efforcera d'obtenir dans le plus bref délai le consentement du territoire qui est nécessaire et, lorsque ce consentement aura été obtenu, elle le notifiera au Secrétaire général. La présente Convention s'appliquera au territoire ou aux territoires désignés par ladite notification, dès la date de la réception de cette dernière par le Secrétaire général. Dans les cas où le consentement préalable du territoire non métropolitain n'est pas nécessaire, la Partie intéressée déclarera, au moment de la signature, de la ratification ou de l'adhésion, à quel territoire ou territoires non métropolitains s'applique la présente Convention.

## ARTICLE 28

Régions aux fins de la présente Convention

1. Toute Partie peut notifier au Secrétaire général qu'aux fins de la présente Convention, son territoire est divisé en deux ou plusieurs régions, ou que deux ou plusieurs de ses régions sont groupées en une seule.
2. Deux ou plusieurs Parties peuvent notifier au Secrétaire général qu'à la suite de l'institution d'une union douanière entre elles, ces Parties constituent une région aux fins de la présente Convention.
3. Toute notification faite en vertu du paragraphe 1 ou 2 prendra effet au 1er janvier de l'année qui suivra celle où ladite notification aura été faite.

## ARTICLE 29

Dénonciation

1. A l'expiration d'un délai de deux ans à compter de la date de l'entrée en vigueur de la présente Convention, toute Partie pourra, en son nom ou au nom d'un territoire qu'elle représente sur le plan international et qui a retiré le consentement donné en vertu de l'article 27, dénoncer la présente Convention en déposant un instrument à cet effet auprès du Secrétaire général.

2. Si le Secrétaire général reçoit la dénonciation avant le 1er juillet ou à cette date, elle prendra effet le 1er janvier de l'année suivante; si la dénonciation est reçue après le 1er juillet, elle prendra effet comme si elle avait été reçue l'année suivante avant le 1er juillet ou à cette date.

3. La présente Convention viendra à expiration si, par suite de dénonciations notifiées conformément aux dispositions des paragraphes 1 et 2, les conditions de son entrée en vigueur prévues au paragraphe 1 de l'article 26 cessent d'être remplies.

#### ARTICLE 30

##### Amendements

1. Toute Partie pourra proposer un amendement à la présente Convention. Le texte dudit amendement et les raisons qui l'ont motivé seront communiqués au Secrétaire général qui les communiquera aux Parties et au Conseil. Le Conseil pourra décider soit :

- a) de convoquer une conférence, conformément au paragraphe 4 de l'Article 62 de la Charte des Nations Unies, en vue d'étudier l'amendement proposé; soit
- b) de demander aux Parties si elles acceptent l'amendement proposé et aussi de les prier de présenter éventuellement au Conseil leurs observations sur cette proposition.

2. Si un projet d'amendement distribué conformément à l'alinéa b) du paragraphe 1 n'a été rejeté par aucune Partie dans les dix-huit mois qui suivent sa communication, il entrera immédiatement en vigueur. Si toutefois il est rejeté par une Partie, le Conseil pourra décider, compte tenu des observations des Parties, s'il convient de convoquer une conférence chargée d'étudier ledit amendement.

#### ARTICLE 31

##### Différends

1. S'il s'élève entre deux ou plusieurs Parties un différend concernant l'interprétation ou l'application de la présente Convention, lesdites Parties se consulteront en vue de régler ce différend par voie de négociation, d'enquête, de médiation, de conciliation, d'arbitrage, de recours à des organismes régionaux, par voie judiciaire ou par d'autres moyens pacifiques de leur choix.

2. Tout différend de ce genre qui n'aura pas été réglé par les moyens prévus au paragraphe 1 sera soumis, à la demande de l'une des parties au différend, à la Cour internationale de Justice.

## ARTICLE 32

Réserves

1. Aucune réserve n'est autorisée en dehors des réserves faites conformément aux paragraphes 2, 3 et 4 du présent article.
2. Tout Etat peut, au moment de la signature, de la ratification ou de l'adhésion, faire des réserves sur les dispositions suivantes de la présente Convention :
  - a) article 19, paragraphes 1 et 2;
  - b) article 27; et
  - c) article 31.
3. Tout Etat qui désire devenir Partie à la Convention, mais qui veut être autorisé à faire des réserves autres que celles qui sont énumérées aux paragraphes 2 et 4, peut aviser le Secrétaire général de cette intention. A moins qu'à l'expiration de douze mois après la date de la communication de la réserve en question par le Secrétaire général, un tiers des Etats qui ont signé sans réserve de ratification ou ratifié la Convention ou y ont adhéré avant la fin de ladite période n'aient élevé des objections contre elle, elle sera considérée comme autorisée, étant entendu toutefois que les Etats qui auront élevé des objections contre cette réserve n'auront pas à assumer à l'égard de l'Etat qui l'a formulée l'obligation juridique découlant de la présente Convention, sur laquelle porte la réserve.
4. Tout Etat sur le territoire duquel poussent à l'état sauvage des plantes contenant des substances psychotropes du Tableau I utilisées traditionnellement par certains groupes restreints bien déterminés à l'occasion de cérémonies magiques ou religieuses, peut, au moment de la signature de la ratification ou de l'adhésion, faire des réserves concernant ces plantes sur les dispositions de l'article 7, sauf sur celles relatives au commerce international.
5. L'Etat qui aura fait des réserves pourra à tout moment et par voie de notification écrite au Secrétaire général retirer tout ou partie de ses réserves.

## ARTICLE 33

Notifications

Le Secrétaire général notifiera à tous les Etats mentionnés au paragraphe 1 de l'article 25 :

- a) les signatures, ratifications ou adhésions conformément à l'article 25;
- b) la date à laquelle la présente Convention entrera en vigueur conformément à l'article 26;
- c) les dénonciations conformément à l'article 29; et
- d) les déclarations et notifications conformément aux articles 27, 28, 30 et 32.

EN FOI DE QUOI les soussignés, dûment autorisés, ont signé la présente Convention au nom de leurs Gouvernements respectifs.

FAIT à Vienne, le vingt et un février mil neuf cent soixante et onze, en un seul exemplaire, en anglais, chinois, espagnol, français et russe, les cinq textes faisant également foi. La Convention sera déposée auprès du Secrétaire général de l'Organisation des Nations Unies qui en transmettra des copies certifiées conformes à tous les Etats Membres de l'Organisation des Nations Unies et aux autres Etats visés au paragraphe 1 de l'article 25.



## КОНВЕНЦИИ О ПСИХОТРОПНЫХ ВЕЩЕСТВАХ

## ПРЕАМБУЛА

Стороны,

заботясь о здоровье и благополучии человечества,

отмечая с беспокойством наличие проблемы для здоровья населения и социальной проблемы, возникающих в результате злоупотребления некоторыми психотропными веществами,

исполненные решимости предотвращать злоупотребление такими веществами и незаконный оборот, который оно порождает, и бороться против них,

считая, что необходимы строгие меры для ограничения использования таких веществ законными целями,

признавая, что использование психотропных веществ для медицинских и научных целей необходимо и что их доступность для таких целей не должна чрезмерно ограничиваться,

считая, что для того, чтобы меры против злоупотребления такими веществами были эффективными, они должны быть координированными и универсальными,

признавая компетенцию Организации Объединенных Наций в области контроля над психотропными веществами и желая, чтобы заинтересованные международные органы находились в рамках этой Организации,

признавая, что для достижения этих целей необходима международная конвенция,

согласились о нижеследующем:

## СТАТЬЯ 1

Использование терминов

Если определено не указано иное или контекст не требует иного, нижеследующие термины, используемые в настоящей Конвенции, имеют следующие значения:

- а) "Совет" означает Экономический и Социальный Совет Организации Объединенных Наций.
- б) "Комиссия" означает Комиссию по наркотическим средствам Экономического и Социального Совета.
- в) "Комитет" означает Международный комитет по контролю над наркотиками, предусмотренный в Единой конвенции о наркотических средствах 1961 года.
- г) "Генеральный Секретарь" означает Генерального Секретаря Организации Объединенных Наций.
- е) "Психотропное вещество" означает любое вещество, природное или синтетическое, или любой природный материал, включенные в Список I, II, III или IV.
- ф) "Препарат" означает:
  - i) любой раствор или смесь в любом физическом состоянии, содержащие одно или несколько психотропных веществ, или
  - ii) одно или несколько психотропных веществ в терапевтических дозах.
- г) "Список I", "Список II", "Список III" и "Список IV" означают соответственно пронумерованные перечни психотропных веществ, приложенные к настоящей Конвенции, в которые могут вноситься изменения в соответствии со статьей 2.
- н) "Экспорт" и "импорт" означают, каждый в соответствующем контексте, физическое перемещение какого-либо психотропного вещества из одного государства в другое государство.
- и) "Изготовление" означает все процессы, с помощью которых могут быть получены психотропные вещества, и включает как рафинирование, так и превращение одних психотропных веществ в другие психотропные вещества. Этот термин включает также изготовление препаратов, кроме препаратов, приготовляемых по рецепту в аптеках.
- ж) "Незаконный оборот" означает изготовление психотропных веществ или их сбыт или приобретение в нарушение положений настоящей Конвенции.
- к) "Район" означает любую часть какого-либо государства, которая в соответствии со статьей 28 рассматривается для целей настоящей Конвенции как отдельная единица.
- л) "Помещения" означают здания или части зданий, включая обслуживающий их земельный участок.

## СТАТЬЯ 2

Сфера применения контроля над веществами

1. Если какая-либо Сторона или Всемирная организация здравоохранения располагает сведениями о каком-либо веществе, не находящемся еще под международным контролем, которые, по ее мнению, могут потребовать включения этого вещества в один из Списков настоящей Конвенции, она уведомляет об этом Генерального Секретаря и представляет ему информацию в подтверждение этого уведомления. Вышеуказанная процедура применяется и в том случае, если какая-либо Сторона или Всемирная организация здравоохранения располагает сведениями, на основании которых следовало бы перенести какое-либо вещество из одного Списка настоящей Конвенции в другой или же изъять какое-либо вещество из этих Списков.
2. Генеральный Секретарь направляет такое уведомление, а также любую информацию, которая, по его мнению, относится к данному вопросу, Сторонам, Комиссии и, когда такое уведомление поступает от какой-либо Стороны, — Всемирной организации здравоохранения.
3. Если информация, направленная вместе с таким уведомлением, говорит о том, что данное вещество подходит для включения его в Список I или Список II настоящей Конвенции в соответствии с пунктом 4 настоящей статьи, Стороны изучают в свете всей имеющейся в их распоряжении информации возможность временного применения к данному веществу всех мер контроля, применяемых к веществам, включенным соответственно в Список I или в Список II.
4. Если Всемирная организация здравоохранения считает, что
  - a) данное вещество обладает способностью
    - i) 1) вызывать состояние зависимости и
    - 2) оказывать стимулирующее или депрессивное воздействие на центральную нервную систему, вызывая галлюцинации или нарушения моторной функции, либо мышления, либо поведения, либо восприятия, либо настроения, или
    - ii) приводить к аналогичному злоупотреблению и аналогичным вредным последствиям, что и какое-либо вещество, включенное в Список I, II, III или IV, и
  - b) есть достаточные свидетельства того, что имеет место злоупотребление данным веществом или существует вероятность такого злоупотребления, которое представляет или может представить собой проблему для здоровья населения и социальную проблему, дающие основания для применения к этому веществу мер международного контроля,Всемирная организация здравоохранения сообщает Комиссии оценку данного вещества, включая оценку степени или вероятности злоупотребления им, степени серьезности проблемы для здоровья населения и социальной проблемы и степени полезности данного вещества в терапевтической практике, а также рекомендации, если таковые имеются, о мерах контроля, которые были бы целесообразными в свете ее оценки.

5. Комиссия, принимая во внимание указанное сообщение Всемирной организации здравоохранения, оценки которой в медицинских и научных вопросах являются определяющими, и учитывая экономические, социальные, юридические, административные и другие факторы, которые, по ее мнению, имеют отношение к данному вопросу, может включить это вещество в Список I, II, III или IV. Комиссия может обращаться за дополнительной информацией к Всемирной организации здравоохранения или к другим соответствующим источникам.

6. Если какое-либо уведомление в соответствии с пунктом 1 касается того или иного вещества, уже включенного в один из Списков, Всемирная организация здравоохранения сообщает Комиссии свое новое заключение, любую новую оценку данного вещества, которую она может дать в соответствии с пунктом 4, а также любые новые рекомендации относительно мер контроля, которые она сочтет целесообразными в свете этой оценки. Комиссия, принимая во внимание сообщение Всемирной организации здравоохранения в соответствии с пунктом 5 и учитывая факторы, о которых идет речь в указанном пункте, может принять решение о перенесении данного вещества из одного Списка в другой или об изъятии его из Списков.

7. О любом решении Комиссии, принятом согласно настоящей статье, Генеральный Секретарь направляет сообщение всем государствам-членам Организации Объединенных Наций, Сторонам настоящей Конвенции, не являющимся членами Организации Объединенных Наций, Всемирной организации здравоохранения и Комитету. Такое решение полностью вступает в силу для каждой Стороны через 180 дней, начиная с даты направления такого сообщения, за исключением любой Стороны, которая, в пределах этого срока, в том, что касается решения о добавлении какого-либо вещества к одному из Списков, направила Генеральному Секретарю письменное уведомление о том, что ввиду исключительных обстоятельств она не в состоянии ввести в действие в отношении данного вещества все положения настоящей Конвенции, применимые к веществам, включенным в этот Список. В таком уведомлении указываются причины этой исключительной меры. Независимо от своего уведомления, каждая Сторона применяет, как минимум, меры контроля, перечисленные ниже:

а) Сторона, направив такое уведомление относительно не подлежавшего ранее контролю вещества, добавленного к Списку I, принимает во внимание, в той мере, в какой это возможно, специальные меры контроля, перечисленные в статье 7, и в отношении данного вещества:

- i) требует наличия лицензий на изготовление, торговлю и распределение, как это предусмотрено в статье 8 для веществ, включенных в Список II;
- ii) требует наличия рецепта врача для поставки или отпуска, как это предусмотрено в статье 9 для веществ, включенных в Список II;
- iii) выполняет обязательства, касающиеся экспорта и импорта, предусмотренные в статье 12, за исключением обязательств в отношении другой Стороны, направившей такое уведомление относительно данного вещества;



- iv) выполняет обязательства, предусмотренные в статье 13 для веществ, включенных в Список II, в отношении запрещения и ограничения экспорта и импорта;
  - v) представляет статистические отчеты Комитету в соответствии с подпунктом "а" пункта 4 статьи 16; и
  - vi) принимает меры в соответствии со статьей 22 для подавления действий, противоречащих законам или постановлениям, принятым во исполнение вышеупомянутых обязательств.
- b) Сторона, направив такое уведомление относительно не подлежавшего ранее контролю вещества, добавленного к Списку II, в отношении данного вещества:
- i) требует наличия лицензий на изготовление, торговлю и распределение, в соответствии со статьей 8;
  - ii) требует наличия рецепта врача для поставки или отпуска в соответствии со статьей 9;
  - iii) выполняет обязательства, касающиеся экспорта и импорта, предусмотренные в статье 12, за исключением обязательств в отношении другой Стороны, направившей такое уведомление относительно данного вещества;
  - iv) выполняет обязательства, изложенные в статье 13, в отношении запрещения и ограничения экспорта и импорта;
  - v) представляет статистические отчеты Комитету в соответствии с подпунктами "а", "с" и "d" пункта 4 статьи 16; и
  - vi) принимает меры в соответствии со статьей 22 для подавления действий, противоречащих законам или постановлениям, принятым во исполнение вышеупомянутых обязательств.
- c) Сторона, направив такое уведомление относительно не подлежавшего ранее контролю вещества, добавленного к Списку III, в отношении данного вещества:
- i) требует наличия лицензий на изготовление, торговлю и распределение в соответствии со статьей 8;
  - ii) требует наличия рецепта врача для поставки или отпуска в соответствии со статьей 9;
  - iii) выполняет обязательства, касающиеся экспорта, предусмотренные в статье 12, за исключением обязательств в отношении другой Стороны, направившей такое уведомление относительно данного вещества;
  - iv) выполняет обязательства, изложенные в статье 13, в отношении запрещения и ограничения экспорта и импорта; и
  - v) принимает меры в соответствии со статьей 22 для подавления действий, противоречащих законам или постановлениям, принятым во исполнение вышеупомянутых обязательств.

- d) Сторона, направив такое уведомление относительно не подлежавшего ранее контролю вещества, добавленного к Списку IV, в отношении данного вещества:
- i) требует наличия лицензий на изготовление, торговлю и распределение в соответствии со статьей 8;
  - ii) выполняет обязательства, изложенные в статье 13, в отношении запрещения и ограничения экспорта и импорта; и
  - iii) принимает меры в соответствии со статьей 22 для подавления действий, противоречащих законам или постановлениям, принятым во исполнение вышеупомянутых обязательств.

e) Сторона, направив такое уведомление относительно какого-либо вещества, перенесенного в Список, предусматривающий более строгие меры контроля и обязательства, применяет, как минимум, все положения настоящей Конвенции, применяемые к Списку, из которого оно было перенесено.

8. a) Решения Комиссии, принятые в соответствии с настоящей статьей, подлежат пересмотру Советом по просьбе любой Стороны, направленной в течение 180 дней с момента получения уведомления о принятии данного решения. Просьба о пересмотре направляется Генеральному Секретарю вместе со всей соответствующей информацией, на которой основана просьба о пересмотре.

b) Генеральный Секретарь направляет копии упомянутой просьбы о пересмотре и соответствующую информацию Комиссии, Всемирной организации здравоохранения и всем Сторонам, предлагая им представить свои замечания в течение девяноста дней. Все полученные замечания представляются на рассмотрение Совета.

c) Совет может подтвердить, изменить или отменить решение Комиссии. Уведомление о решении Совета направляется всем государствам-членам Организации Объединенных Наций, государствам-Сторонам настоящей Конвенции, не являющимся членами Организации Объединенных Наций, Комиссии, Всемирной организации здравоохранения и Комитету.

d) В течение периода до упомянутого пересмотра первоначальное решение Комиссии, при условии соблюдения пункта 7, остается в силе.

9. Стороны делают все от них зависящее, чтобы применять к веществам, не подпадающим под действие настоящей Конвенции, но которые могут быть использованы для незаконного изготовления психотропных веществ, такие меры надзора, какие могут быть практически осуществимы.

## СТАТЬЯ 3

Специальные положения, касающиеся контроля над препаратами

1. За исключением случаев, предусмотренных в нижеследующих пунктах настоящей статьи, к препарату применяются те же меры контроля, что и к содержащемуся в нем психотропному веществу; если препарат содержит не одно, а несколько таких веществ, он подпадает под действие мер, применяемых к тому из веществ, которое подлежит наиболее строгим мерам контроля.

2. Если какой-либо препарат, содержащий какое-либо психотропное вещество, за исключением какого-либо вещества, включенного в Список I, имеет такой состав, что риск злоупотребления им отсутствует или является незначительным и что это вещество не может быть извлечено посредством легко доступных способов в количестве, при котором возможно злоупотребление, так что данный препарат не создает проблемы для здоровья населения и социальной проблемы, такой препарат может быть изъят из-под действия некоторых мер контроля, предусмотренных в настоящей Конвенции, в соответствии с пунктом 3.

3. Если Сторона делает заключение на основе предыдущего пункта в отношении какого-либо препарата, то она может принять решение об изъятии этого препарата в своей стране или в одном из своих районов из-под действия какой-либо одной или всех мер контроля, предусмотренных в настоящей Конвенции, за исключением положений:

- a) статьи 8 (лицензии) в части, касающейся изготовления;
- b) статьи 11 (регистрационные записи) в части, касающейся препаратов, изъятых из-под контроля;
- c) статьи 13 (запрещение и ограничение экспорта и импорта);
- d) статьи 15 (инспекция) в части, касающейся изготовления;
- e) статьи 16 (доклады, представляемые Сторонами) в части, касающейся препаратов, изъятых из-под контроля; и
- f) статьи 22 (положения о наказаниях), в той мере, в какой это необходимо для подавления действий, противоречащих законам или постановлениям, принятым во исполнение вышеназванных обязательств.

Сторона уведомляет Генерального Секретаря о любом таком решении, о названии и составе этого препарата, изъятых из-под контроля, и о мерах контроля, из-под действия которых он изъят. Генеральный Секретарь передает это уведомление другим Сторонам, Всемирной организации здравоохранения и Комитету.

4. Если какая-либо Сторона или Всемирная организация здравоохранения располагает сведениями о каком-либо препарате, изъятых из-под контроля во исполнение пункта 3, которые, по ее мнению, могут потребовать полного или частичного прекращения изъятия, она уведомляет об этом Генерального Секретаря и представляет ему информацию в подтверждение этого уведомления. Генеральный Секретарь направляет такое уведомление

и любую информацию, которая, по его мнению, относится к данному вопросу, Сторонам, Комиссии и, когда это уведомление поступает от какой-либо Стороны, — Всемирной организации здравоохранения. Всемирная организация здравоохранения сообщает Комиссии оценку данного препарата по вопросам, указанным в пункте 2, вместе с рекомендацией о мерах контроля, если они вообще необходимы, из-под действия которых должно прекратиться изъятие данного препарата. Комиссия, принимая во внимание указанное сообщение Всемирной организации здравоохранения, оценки которой в медицинских и научных вопросах являются определяющими, и учитывая экономические, социальные, юридические, административные и другие факторы, которые, по ее мнению, имеют отношение к данному вопросу, может принять решение о прекращении изъятия данного препарата из-под действия какой-либо одной или всех мер контроля. О любом решении Комиссии, принятом согласно настоящему пункту, Генеральный Секретарь направляет сообщение всем государствам-членам Организации Объединенных Наций, Сторонам настоящей Конвенции, не являющимся членами Организации Объединенных Наций, Всемирной организации здравоохранения и Комитету. Все Стороны принимают меры по прекращению изъятия из-под действия рассматриваемой меры или мер контроля в течение 180 дней со дня направления сообщения Генеральным Секретарем.

#### СТАТЬЯ 4

##### Прочие специальные положения, касающиеся сферы применения контроля

В отношении психотропных веществ, кроме веществ, включенных в Список I, Стороны могут разрешать:

- а) лицам, путешествующим из одной страны в другую, иметь при себе для их личного пользования небольшие количества препаратов; каждая Сторона, однако, имеет право удостовериться в том, что эти препараты были получены законным путем;
- б) использование таких веществ в промышленности для изготовления непсихотропных веществ или продуктов, применяя к ним меры контроля, предусмотримые настоящей Конвенцией, до тех пор, пока данные психотропные вещества не приобретут такого состояния, при котором практически не будет иметь место злоупотребление этими веществами или их извлечение; и
- в) использование таких веществ — при соблюдении мер контроля, предусмотримых настоящей Конвенцией, — для отлова животных лицами, имеющими специальное разрешение компетентных органов на использование таких веществ для этой цели.



## СТАТЬЯ 5

Ограничение использования медицинскими и научными целями

1. Каждая Сторона ограничивает использование веществ, включенных в Список I, как это предусмотрено в статье 7.
2. Каждая Сторона, за исключением случаев, предусмотренных в статье 4, ограничивает путем таких мер, которые она считает целесообразными, изготовление, экспорт, импорт, распределение и складские запасы, использование веществ, включенных в Списки II, III и IV, а также торговлю и владение ими, медицинскими и научными целями.
3. Желательно, чтобы Стороны не разрешали владение веществами, включенными в Списки II, III и IV, иначе, как на законном основании.

## СТАТЬЯ 6

Специальное управление

Желательно, чтобы в целях применения положений настоящей Конвенции каждая Сторона создала и содержала специальное управление, которое может быть тем же самым — и это будет преимуществом, — что и специальное управление, созданное во исполнение положений конвенций о контроле над наркотическими средствами, или может работать в тесном сотрудничестве с ним.

## СТАТЬЯ 7

Специальные положения, касающиеся веществ, включенных в Список I

В отношении веществ, включенных в Список I, Стороны:

- a) запрещают всякое их использование, за исключением использования в научных и в очень ограниченных медицинских целях должным образом уполномоченными лицами в медицинских или научно-исследовательских учреждениях, находящихся непосредственно под контролем их правительств, или по специально выдаваемому ими разрешению;
- b) требуют, чтобы изготовление, распределение этих веществ, торговля и владение ими осуществлялись по специальным лицензиям или заблаговременно полученным разрешениям;
- c) обеспечивают тщательный надзор над деятельностью и действиями, упомянутыми в пунктах "a" и "b";
- d) ограничивают количество вещества, выдаваемого какому-либо должным образом уполномоченному лицу, количеством, необходимым для разрешенной ему цели;
- e) требуют, чтобы лица, выполняющие медицинские или научные функции, вели регистрационные записи, касающиеся приобретения этих веществ, с

подробным описанием их использования; такие записи сохраняются в течение не менее двух лет после внесения последней записи об использовании таких веществ; и

- f) запрещают экспорт и импорт, за исключением тех случаев, когда и экспортер и импортер являются компетентными органами или учреждениями экспортирующей и импортирующей страны или района, соответственно, или другими лицами или предприятиями, имеющими специальное разрешение, выданное компетентными органами их страны или района для данной цели. Положения пункта 1 статьи 12 о предоставлении разрешений на экспорт и импорт веществ, включенных в Список II, относятся также к веществам, включенным в Список I.

#### СТАТЬЯ 8

##### Лицензии

1. Стороны требуют, чтобы изготовление, распределение веществ, включенных в Списки II, III и IV, а также торговля ими (включая экспортную и импортную торговлю) осуществлялись по лицензиям или с применением другой аналогичной меры контроля.

2. Стороны:

- a) осуществляют контроль над всеми должным образом уполномоченными лицами и предприятиями, которые занимаются или связаны с изготовлением или распределением веществ, упомянутых в пункте 1, а также торговлей ими (включая экспортную и импортную торговлю);
- b) контролируют при помощи лицензий или другой аналогичной меры контроля предприятия и помещения, в которых такое изготовление или распределение, а также такая торговля могут иметь место; и
- c) обеспечивают принятие мер безопасности в отношении таких предприятий и помещений в целях предотвращения кражи или прочей утечки складских запасов.

3. Положения пунктов 1 и 2 настоящей статьи, касающиеся лицензий или других аналогичных мер контроля, могут не применяться к лицам, должным образом уполномоченным на осуществление врачебных и научных функций, при осуществлении ими этих функций.

4. Стороны требуют, чтобы все лица, которые получают лицензии в соответствии с настоящей Конвенцией или которые получают иное разрешение в соответствии с пунктом 1 настоящей статьи или пунктом "b" статьи 7, обладали надлежащими качествами, необходимыми для эффективного и точного проведения в жизнь положений таких законов и постановлений, которые принимаются во исполнение настоящей Конвенции.

## СТАТЬЯ 9

Рецепты

1. Стороны требуют, чтобы вещества, включенные в Списки II, III и IV, поставлялись или отпускались для использования их отдельными лицами только по рецепту врача, за исключением случаев, когда отдельные лица могут на законных основаниях получать, использовать, выдавать или назначать такие вещества при выполнении ими должным образом разрешенных врачебных или научных функций.
2. Стороны принимают меры для обеспечения того, чтобы рецепты на вещества, включенные в Списки II, III и IV, выдавались в соответствии с принятой медицинской практикой и подпадали под такое регламентирование, касающееся, в частности, числа раз их возможного повторного использования и срока их действия, которое является средством охраны здоровья и благосостояния населения.
3. Независимо от пункта 1, Страна может, если, по ее мнению, местные обстоятельства требуют этого, и на таких условиях, которые она может предписать, включая ведение регистрационных записей, разрешать аптекарям, имеющим лицензии, или прочим розничным распределителям, имеющим лицензии, назначенным органами, ответственными за здоровье населения в ее стране или части ее страны, поставлять по их усмотрению и без рецепта для использования в исключительных случаях отдельными лицами для медицинских целей небольшие количества веществ, включенных в Списки III и IV, в пределах, которые определяются Странами.

## СТАТЬЯ 10

Предостерегающие надписи на упаковках и реклама

1. Каждая Страна, принимая во внимание соответствующие решения или рекомендации Всемирной организации здравоохранения, требует, чтобы на этикетках, когда это возможно, и в любом случае на сопроводительном листке розничных упаковок, содержащих психотропные вещества, имелись такие указания относительно использования, включая предостережения и предупреждения, какие, по ее мнению, необходимы для безопасности тех, кто использует эти вещества.
2. Каждая Страна, учитывая должным образом свои конституционные положения, запрещает рекламирование таких веществ среди населения.

## СТАТЬЯ 11

Регистрационные записи

1. Стороны требуют, чтобы в отношении веществ, включенных в Список I, изготовители и все иные лица, имеющие согласно статье 7 разрешение на торговлю этими веществами и на их распределение, вели регистрационные записи в порядке, устанавливаемом каждой Страной, приводя подробные сведения о количествах изготовленных веществ, о количествах складских запасов этих веществ, а для каждого случая получения и выдачи таких веществ — подробные сведения о количестве, дате, поставщике и получателе.

2. Стороны требуют, чтобы в отношении веществ, включенных в Списки II и III, изготовители, оптовые распределители, экспортеры и импортеры вели регистрационные записи в порядке, устанавливаемом каждой Стороной, приводя подробные сведения о количествах изготовленных веществ, а для каждого случая получения и выдачи таких веществ — подробные сведения о количестве, дате, поставщике и получателе.

3. Стороны требуют, чтобы в отношении веществ, включенных в Список II, розничные распределители, больничные и лечебно-профилактические, а также научно-исследовательские учреждения вели регистрационные записи в порядке, устанавливаемом каждой Стороной, приводя для каждого случая получения и выдачи таких веществ подробные сведения о количестве, дате, поставщике и получателе.

4. Стороны обеспечивают, посредством соответствующих методов и принимая во внимание профессиональную и торговую практику в своих странах, чтобы информация, касающаяся получения и выдачи веществ, включенных в Список III, розничными распределителями, больничными и лечебно-профилактическими, научно-исследовательскими учреждениями, была легко доступна.

5. Стороны требуют, чтобы в отношении веществ, включенных в Список IV, изготовители, экспортеры и импортеры вели регистрационные записи в порядке, устанавливаемом каждой Стороной, указывая количества изготовленных, экспортированных и импортированных веществ.

6. Стороны требуют от изготовителей препаратов, изъятых из-под контроля в соответствии с пунктом 3 статьи 3, ведения регистрационных записей относительно количества каждого психотропного вещества, использованного при изготовлении препарата, изъятого из-под контроля, а также относительно характера, общего количества и первоначальной выдачи изъятого из-под контроля препарата, изготовленного из вышеуказанного вещества.

7. Стороны обеспечивают сохранение в течение не менее двух лет регистрационных записей и информации, упомянутых в настоящей статье, которые необходимы для целей представления докладов согласно статье 16.

#### СТАТЬЯ 12

##### Положения, касающиеся международной торговли

1. а) Каждая Сторона, разрешающая экспорт или импорт веществ, включенных в Список I или II, требует представления на бланке, который будет установлен Комиссией, отдельного разрешения на экспорт или импорт, получаемого для каждой такой отдельной экспортной или импортной сделки, независимо от того, касается ли она одного или нескольких веществ.

б) В таком разрешении указывается международное незарегистрированное название или, в случае отсутствия такого названия, обозначение данного вещества в соответствующем Списке, количество, предназначающееся для экспорта или импорта, фармацевтическая форма, наименование и адрес экспортера и импортера, а также срок, в течение которого должен быть произведен экспорт или импорт. В случае, если данное вещество экспортируется или импортируется в виде препарата, необходимо, кроме того, указать название этого препарата, если таковое имеется. В разрешении на экспорт указываются также номер разрешения на импорт, дата его выдачи и наименование органа, выдавшего это разрешение.



с) До выдачи разрешения на экспорт Стороны требуют представления разрешения на импорт, выдаваемого компетентными органами импортирующей страны или района и удостоверяющего, что импорт вещества или веществ, указанных в нем, разрешен; такое разрешение представляется лицом или предприятием, обращающимся за разрешением на экспорт.

д) Каждая экспортируемая партия веществ должна сопровождаться копией разрешения на экспорт, а правительство, выдавшее разрешение на экспорт, направляет правительству импортирующей страны или района копию выданного разрешения.

е) После того, как импорт произведен, правительство импортирующей страны или района возвращает правительству экспортирующей страны или района указанное разрешение на экспорт с отметкой, удостоверяющей фактически импортированное количество.

2. а) Стороны требуют, чтобы в отношении каждого случая экспорта веществ, включенных в Список III, экспортеры составляли в трех экземплярах на формуляре, установленном Комиссией, декларацию, содержащую следующую информацию:

- i) наименование и адрес экспортера и импортера;
- ii) международное незарегистрированное название вещества или, в случае отсутствия такого названия, обозначение этого вещества в соответствующем Списке;
- iii) количество вещества и фармацевтическая форма, в которой указанное вещество экспортируется, и, если оно экспортируется в виде препарата, название препарата, если таковое имеется; и
- iv) дата отправления.

б) Экспортеры представляют компетентным органам своей страны или района два экземпляра упомянутой декларации. Третий экземпляр они отправляют со своим грузом.

с) Сторона, с территории которой осуществлен экспорт какого-либо вещества, включенного в Список III, в возможно короткий срок, но не позднее чем через девяносто дней после даты отправления, посылает заказной почтой компетентным органам импортирующей страны или района один экземпляр декларации, полученный от экспортера, с просьбой подтвердить его получение.

д) Стороны могут требовать, чтобы по получении данного груза импортер направлял компетентным органам своей страны или района должным образом заверенный экземпляр декларации, приложенный к грузу, с указанием полученного количества и даты получения.

3. В отношении веществ, включенных в Списки I и II, применяются следующие дополнительные положения:

а) Стороны осуществляют в свободных портах и зонах такой же надзор и контроль, как и в других частях своей территории, при условии, однако, что они могут применять более строгие меры.

б) Экспорт грузов в адрес почтового ящика или банка на счет лица, иного, чем указано в данном разрешении на экспорт, запрещается.

с) Экспорт грузов с веществами, включенными в Список I, в адрес приписных таможенных складов запрещается. Экспорт грузов с веществами, включенными в Список II, в адрес приписного таможенного склада запрещается, за исключением случаев, когда правительство импортирующей страны указывает в разрешении на импорт, представляемом лицом или учреждением, которое обращается за разрешением на экспорт, что оно разрешает импорт с целью помещения импортируемого груза на приписной таможенный склад. В таком случае в разрешении на экспорт указывается, что данный груз экспортируется с этой целью. На всякую выдачу груза с приписного таможенного склада требуется разрешение органов, в ведении которых находится данный таможенный склад, а в случае направления груза за границу, его выдача рассматривается как новый экспорт в контексте настоящей Конвенции.

д) Грузы, ввозимые на территорию какой-нибудь Стороны или вывозимые с ее территории без сопроводительного разрешения на экспорт, подлежат задержанию компетентными органами.

е) Страна не разрешает транзита через свою территорию каких-либо веществ, предназначенных для другой страны, независимо от того, снят или нет груз с данными веществами с транспортного средства, на котором он перевозился, за исключением случаев, когда компетентным органам такой Стороны предъявляется копия разрешения на экспорт груза.

ф) Компетентные органы любой страны или района, через которые разрешен транзит того или иного груза с веществами, принимают все необходимые меры для того, чтобы предотвратить следование данного груза по иному назначению, чем то, которое обозначено в сопроводительной копии разрешения на экспорт, за исключением случаев, когда такое изменение следования производится с разрешения правительства страны или района, через которые данный груз направляется транзитом. Правительство страны или района, через которые осуществляется транзит, рассматривает всякую просьбу об изменении следования груза так, как если бы такое изменение представляло собой экспорт из страны или района, через которые осуществляется транзит, в страну или район нового назначения. Если такое изменение следования разрешено, то положения подпункта "е" пункта 1 настоящей статьи применяются также в отношениях между страной или районом, через которые осуществляется транзит, и страной или районом, откуда первоначально этот груз был экспортирован.

г) Никакой груз с веществами, следующий транзитом или находящийся на приписном таможенном складе, не может подвергаться воздействию какого-либо процесса, который изменил бы природу данного вещества. Упаковка не может быть изменена без разрешения компетентных органов.

h) Положения подпунктов "е"—"г" настоящего пункта, касающиеся следования веществ через территорию той или иной Стороны, не применяются в тех случаях, когда данный груз перевозится самолетом, при условии, что самолет пролетает без посадки над страной или районом, через которые осуществляется транзит. Если самолет производит посадку в любой такой стране или любом таком районе, указанные положения применяются в зависимости от обстоятельств.

i) Положения настоящего пункта не наносят ущерба положениям каких-либо международных соглашений, ограничивающим контроль, который может осуществляться любой из Сторон над такими веществами, следующими транзитом.

#### СТАТЬЯ 13

##### Запрещение и ограничение экспорта и импорта

1. Сторона может уведомить все другие Стороны через Генерального Секретаря о том, что она запрещает импорт в свою страну или в один из своих районов одного или нескольких веществ, включенных в Список II, III или IV, названия которых указаны в ее уведомлении. В любом таком уведомлении указывается то название вещества, под которым оно дается в Списке II, III или IV.

2. По получении той или иной Стороной уведомления о каком-либо запрещении в соответствии с пунктом 1 она принимает меры для обеспечения того, чтобы ни одно из веществ, указанных в таком уведомлении, не экспортировалось в страну или в один из районов Стороны, приславшей уведомление.

3. Независимо от положений предыдущих пунктов, Сторона, сделавшая уведомление в соответствии с пунктом 1, может, выдавая в каждом случае специальные лицензии на импорт, разрешать импорт определенных количеств упомянутых веществ или препаратов, содержащих такие вещества. Органы импортирующей страны, выдающие такие лицензии, направляют два экземпляра данной специальной лицензии на импорт, указывая в них название и адрес импортера и экспортера, компетентным органам экспортирующей страны или района, которые по получении их могут разрешить экспортеру произвести отправку груза. Один экземпляр этой специальной лицензии на импорт, должным образом заверенный компетентным органом экспортирующей страны или экспортирующего района, прилагается к грузу.

## СТАТЬЯ 14

Специальные положения, касающиеся провоза психотропных веществ в аптечках первой помощи на судах, в самолетах или на других видах общественного транспорта, курсирующего по международным линиям

1. Провоз на судах, в самолетах или на других видах международного общественного транспорта, таких, как, международные железнодорожные поезда и автобусы, таких ограниченных количеств веществ, включенных в Список II, III или IV, которые могут потребоваться для оказания первой помощи или в экстренных случаях во время их передвижения, не рассматривается как экспорт, импорт или транзит через страну в контексте настоящей Конвенции.
2. Страна регистрации принимает надлежащие меры предосторожности для предотвращения использования веществ, упомянутых в пункте 1, не по назначению или их утечки для использования в незаконных целях. Комиссия по консультации с соответствующими международными организациями рекомендует такие меры предосторожности.
3. В отношении веществ, провозимых в соответствии с пунктом 1 на судах, в самолетах или на других видах международного общественного транспорта, таких, как международные железнодорожные поезда и автобусы, действуют законы, постановления, решения и лицензии страны регистрации без ущерба для каких-либо прав компетентных местных органов на проведение проверок, инспекций и других мер контроля на этих транспортных средствах. Применение таких веществ в экстренном случае не рассматривается как нарушение положений пункта 1 статьи 9.

## СТАТЬЯ 15

Инспекция

Стороны должны иметь систему инспекции изготовителей, экспортеров и импортеров, оптовых и розничных распределителей психотропных веществ, а также медицинских и научно-исследовательских учреждений, использующих такие вещества. Стороны предусматривают различную инспекцию соответствующих помещений, складских запасов и регистрационных записей, которая производится так часто, как они считают необходимым.



## СТАТЬЯ 16

Доклады, представляемые Сторонами

1. Стороны представляют Генеральному Секретарю такую информацию, какую Комиссия может запросить у них как необходимую для выполнения своих функций, и, в частности, ежегодные доклады о применении настоящей Конвенции на их территориях, включая информацию в отношении:

- a) важных изменений в их законах и постановлениях, касающихся психотропных веществ; и
- b) значительных изменений в отношении злоупотребления психотропными веществами и незаконного оборота на их территориях.

2. Стороны также сообщают Генеральному Секретарю названия и адреса правительственных органов, упомянутых в подпункте "f" статьи 7, в статье 12 и в пункте 3 статьи 13. Такая информация предоставляется Генеральным Секретарем в распоряжение всех Сторон.

3. Стороны направляют Генеральному Секретарю в возможно короткий срок после данного происшествия сообщение в отношении любого случая незаконного оборота или изъятия из незаконного оборота, которые они считают важными ввиду:

- a) выявленных новых тенденций;
- b) количеств, о которых идет речь;
- c) сведений, проливающих свет на источники, из которых получены эти вещества; или
- d) методов, применяемых лицами, которые занимаются незаконным оборотом.

Копии такого сообщения направляются в соответствии с подпунктом "b" статьи 21.

4. Стороны представляют Комитету ежегодные статистические отчеты на бланках, установленных Комитетом:

- a) в отношении каждого вещества, включенного в Списки I и II, — о количествах такого вещества, изготовленного, экспортированного в каждую страну или в каждый район и импортированного из каждой страны или из каждого района, а также о складских запасах этого вещества, находящихся у изготовителей;
- b) в отношении каждого вещества, включенного в Списки III и IV, — о количествах такого изготовленного вещества, а также об общих количествах такого экспортированного и импортированного вещества;
- c) в отношении каждого вещества, включенного в Списки II и III, — о количествах такого вещества, использованного при изготовлении препаратов, изъятых из-под контроля; и
- d) в отношении каждого вещества, кроме веществ, включенных в Список I, — о количествах вещества, использованного для промышленных целей в соответствии с подпунктом "b" статьи 4.

Количества изготовленного вещества, о которых говорится в подпунктах "a" и "b" настоящего пункта, не включают количеств изготовленных препаратов.

5. Сторона представляет по просьбе Комитета дополнительную статистическую информацию, относящуюся к будущим периодам, о количествах любого из веществ, включенных в Списки III и IV, экспортированных в каждую страну или в каждый район и импортированных из каждой страны или из каждого района. Данная Сторона может обратиться с просьбой о том, чтобы Комитет рассматривал как свою просьбу о представлении информации, так и информацию, представленную в соответствии с настоящим пунктом, как конфиденциальные.
6. Стороны представляют информацию, о которой идет речь в пунктах 1 и 4 настоящей статьи, таким образом и в такие сроки, как об этом может быть запрошено Комиссией или Комитетом.

#### СТАТЬЯ 17

##### Функции Комиссии

1. Комиссия может рассматривать все вопросы, касающиеся достижения целей настоящей Конвенции и проведения в жизнь ее положений, и может давать рекомендации по таким вопросам.
2. Решения Комиссии, предусмотренные в статьях 2 и 3, принимаются большинством в две трети голосов членов Комиссии.

#### СТАТЬЯ 18

##### Доклады Комитета

1. Комитет подготавливает ежегодные доклады о своей работе, содержащие анализ статистической информации, имеющейся в его распоряжении, и – в надлежащих случаях – сводку объяснений, если таковые имеются, представленных правительствами или требуемых от них, вместе с любыми замечаниями и рекомендациями, которые Комитет пожелает сделать. Комитет может подготовить такие дополнительные доклады, какие он сочтет нужными. Эти доклады представляются Совету через Комиссию, которая может сделать такие замечания, какие она сочтет целесообразными.
2. Доклады Комитета направляются Сторонам, а затем публикуются Генеральным Секретарем. Стороны разрешают неограниченное распространение этих докладов.

## СТАТЬЯ 19

Меры, принимаемые Комитетом в целях обеспечения выполнения положений Конвенции

1. а) Если в результате изучения Комитетом информации, представленной ему правительствами, или информации, направленной органами Организации Объединенных Наций, Комитет имеет основание считать, что достижение целей настоящей Конвенции оказывается под серьезной угрозой по той причине, что какая-либо страна или какой-либо район не выполняет положений настоящей Конвенции, Комитет имеет право обратиться за разъяснениями к правительству этой страны или этого района. С сохранением в силе права Комитета обращать внимание Сторон, Совета и Комиссии на вопрос, о котором говорится в подпункте "с" настоящей статьи, он рассматривает просьбу о представлении в соответствии с настоящим подпунктом информации или разъяснения правительства как конфиденциальные.

б) Приняв меры в соответствии с подпунктом "а" настоящей статьи, Комитет, если он убедится в том, что необходимо сделать это, может призвать соответствующее правительство принять такие коррективные меры, какие в сложившихся обстоятельствах представляются необходимыми для выполнения положений настоящей Конвенции.

с) Если Комитет считает, что соответствующее правительство не дало удовлетворительных разъяснений, когда ему было предложено сделать это согласно подпункту "а" настоящей статьи, или не приняло никаких коррективных мер, которые ему было предложено принять согласно подпункту "б" настоящей статьи, он может обратить внимание Сторон, Совета и Комиссии на этот вопрос.

2. Комитет, обращая внимание Сторон, Совета и Комиссии на какой-либо вопрос в соответствии с подпунктом "с" пункта 1 настоящей статьи, может — если он убедится, что это необходимо, — рекомендовать Сторонам прекратить экспорт, импорт или и экспорт и импорт определенных психотропных веществ из соответствующей страны или соответствующего района или в соответствующую страну или в соответствующий район либо на какой-либо определенный срок, либо до тех пор, пока Комитет не убедится в том, что обстановка в этой стране или этом районе является удовлетворительной. Соответствующее государство может поставить этот вопрос перед Советом.

3. Комитет имеет право опубликовать доклад по любому вопросу, рассматривавшемуся согласно положениям настоящей статьи, и направить этот доклад Совету, который рассылает его всем Сторонам. Если Комитет включает в публикуемый доклад решение, принятое согласно настоящей статье, или какую-либо информацию, относящуюся к такому решению, он должен также включить в этот доклад точку зрения соответствующего правительства, если оно об этом просит.

4. Если в каком-либо случае решение Комитета, публикуемое согласно настоящей статье, было принято не единогласно, излагается точка зрения меньшинства.
5. Любое государство приглашается направить своего представителя на заседание Комитета, на котором рассматривается согласно настоящей статье вопрос, непосредственно касающийся этого государства.
6. Решения Комитета согласно настоящей статье принимаются большинством в две трети голосов всех членов Комитета.
7. Положения вышеизложенных пунктов применяются также в случаях, когда у Комитета есть основания полагать, что достижение целей настоящей Конвенции оказывается под серьезной угрозой в результате какого-либо решения, принятого той или иной Стороной согласно пункту 7 статьи 2.

## СТАТЬЯ 20

Меры против злоупотребления психотропными веществами

1. Стороны принимают все возможные меры, направленные на предотвращение злоупотребления психотропными веществами и на раннее выявление, лечение, воспитание, восстановление трудоспособности, возвращение в общество соответствующих лиц и на наблюдение за ними после окончания ими лечения, а также координируют свои усилия для достижения этих целей.
2. Стороны содействуют, насколько это возможно, подготовке кадров для лечения, восстановления трудоспособности и возвращения в общество лиц, злоупотребляющих психотропными веществами, а также для наблюдения за ними после окончания ими лечения.
3. Стороны содействуют ознакомлению лиц, которым это необходимо по работе, с проблемами злоупотребления психотропными веществами и его предотвращения, а также способствуют ознакомлению с этими проблемами населения в случае, если есть опасность того, что злоупотребление этими веществами приобретет широкие размеры.

## СТАТЬЯ 21

Меры против незаконного оборота

С должным учетом своих конституционных, правовых и административных систем Стороны:

- а) принимают внутригосударственные меры для координации превентивных и репрессивных мер против незаконного оборота; с этой целью они могут с пользой для дела назначить соответствующий орган, который будет ответственным за такую координацию;



- б) помогают друг другу в проведении кампании по борьбе с незаконным оборотом психотропных веществ и, в частности, немедленно направляют по дипломатическим каналам или через компетентные органы, назначенные Сторонами для этой цели, другим непосредственно заинтересованным Сторонам копию любого сообщения, направленного ими Генеральному Секретарю в соответствии со статьей 16 в связи с обнаружением случая незаконного оборота или в связи с изъятием;
- с) тесно сотрудничают друг с другом и с теми компетентными международными организациями, членами которых они являются, с целью проведения согласованной кампании по борьбе с незаконным оборотом;
- д) обеспечивают оперативное осуществление международного сотрудничества между соответствующими органами; и
- е) обеспечивают, чтобы в тех случаях, когда для судебного преследования требуется передача юридических документов в международном порядке, такая передача производилась оперативно тем органам, которые будут назначены Сторонами; это положение не наносит ущерба праву какой-либо Стороны требовать, чтобы юридические документы направлялись ей по дипломатическим каналам.

## СТАТЬЯ 22

Положения о наказаниях

1. а) С соблюдением своих конституционных ограничений, каждая Сторона рассматривает как наказуемое правонарушение, в тех случаях, когда оно совершено умышленно, любое деяние, противоречащее какому-либо закону или постановлению, принятому во исполнение ее обязательств по настоящей Конвенции, и обеспечивает, чтобы серьезные правонарушения подлежали соответствующему наказанию, в частности, тюремному заключению или наказанию иным способом лишения свободы;
- б) независимо от положений предыдущего подпункта настоящей статьи, в тех случаях, когда лица, злоупотребляющие психотропными веществами, совершают такие правонарушения, Стороны могут предусмотреть либо в качестве замены осуждения или наказания, либо в дополнение к наказанию, чтобы в отношении таких лиц применялись в соответствии с пунктом 1 статьи 20 меры, направленные на их лечение, воспитание, наблюдение за ними после окончания ими лечения, восстановление их трудоспособности и возвращение их в общество.
2. С соблюдением конституционных ограничений той или иной Стороны, ее правовой системы и внутреннего права,
  - а) i) если ряд взаимосвязанных деяний, составляющих правонарушения в соответствии с пунктом 1, был совершен в разных странах, каждое из этих деяний рассматривается как отдельное правонарушение;

- ii) умышленное участие в совершении, сговор с целью совершения и попытки совершения любого из таких правонарушений, а также подготовительные действия и финансовые операции в связи с правонарушениями, упомянутыми в настоящей статье, являются наказуемыми правонарушениями, как это предусматривается в пункте 1;
- iii) приговоры иностранных судов за такие правонарушения учитываются для целей установления рецидивизма; и
- iv) упомянутые выше серьезные правонарушения, совершенные либо гражданами данной страны, либо иностранцами, преследуются Стороной, на территории которой совершено данное правонарушение, или Стороной, на территории которой обнаружен правонарушитель, если выдача недопустима по законам Стороны, к которой обращена соответствующая просьба, и если этот правонарушитель еще не подвергся судебному преследованию и приговор по его делу еще не выносился.

b) Желательно, чтобы указанные в пункте 1 и в подпункте "а" "ii" пункта 2 правонарушения были включены в число преступлений, за которые виновные подлежат выдаче, в любом договоре о выдаче, который заключен или может быть впоследствии заключен между любыми Сторонами, и признавались в отношениях между любыми Сторонами, которые не обуславливают выдачу существованием договора или взаимностью, как преступлений, за которые виновные подлежат выдаче, при условии, что она разрешается в соответствии с законом Стороны, к которой обращена просьба о выдаче, и что данная Сторона имеет право отказать произвести арест или разрешить выдачу в случаях, когда ее компетентные органы считают, что данное правонарушение не является достаточно серьезным.

3. Любое психотропное вещество или другое вещество, а также любое оборудование, использовавшиеся или предназначавшиеся для совершения любого из правонарушений, упомянутых в пунктах 1 и 2 настоящей статьи, подлежат изъятию и конфискации.

4. В вопросах юрисдикции положения внутреннего права соответствующей Стороны имеют преимущественную силу перед положениями настоящей статьи.

5. Ничто содержащееся в настоящей статье не затрагивает принципа, согласно которому охватываемые ею правонарушения определяются, преследуются и караются в соответствии с внутренним правом той или иной Стороны.

## СТАТЬЯ 23

Применение более строгих мер контроля,  
чем меры, предусматриваемые настоящей Конвенцией

Сторона может принимать более строгие или суровые меры контроля, чем меры, предусматриваемые настоящей Конвенцией, если, по ее мнению, такие меры являются желательными или необходимыми для охраны здоровья и благополучия населения.

## СТАТЬЯ 24

Расходы международных органов  
в связи с проведением в жизнь положений настоящей Конвенции

Расходы Комиссии и Комитета в связи с выполнением ими своих функций в соответствии с настоящей Конвенцией несет Организация Объединенных Наций в порядке, который будет определяться Генеральной Ассамблеей. Стороны, которые не являются членами Организации Объединенных Наций, вносят на покрытие этих расходов такие суммы, которые Генеральная Ассамблея считает справедливыми и которые она определяет время от времени по консультации с правительствами этих Сторон.

## СТАТЬЯ 25

Процедура допуска, подписания, ратификации  
и присоединения

1. Государства-члены Организации Объединенных Наций, государства, не являющиеся членами Организации Объединенных Наций, но являющиеся членами какого-либо специализированного учреждения Организации Объединенных Наций или Международного агентства по атомной энергии или участниками Статута Международного Суда, или любое иное государство, приглашенное Советом, могут стать Сторонами настоящей Конвенции:

- а) путем ее подписания; или
- б) путем ратификации после подписания ее с условием ратификации; или
- с) путем присоединения к ней.

2. Конвенция открыта для подписания до 1 января 1972 года включительно. После этой даты она будет открыта для присоединения к ней.

3. Акты о ратификации или присоединении передаются на хранение Генеральному Секретарю.

## СТАТЬЯ 26

Вступление в силу

1. Конвенция вступает в силу на девяностый день после того, как сорок государств, упомянутых в пункте 1 статьи 25, подпишут ее без оговорки о ратификации или передадут на хранение свои ратификационные грамоты или акты о присоединении.
2. В отношении любого иного государства, которое подписывает настоящую Конвенцию без оговорки о ратификации или сдает на хранение ратификационную грамоту или акт о присоединении после последнего подписания или последней сдачи на хранение, о которых говорится в предыдущем пункте, Конвенция вступает в силу на девяностый день после подписания или сдачи на хранение акта о ратификации или присоединении.

## СТАТЬЯ 27

Территориальное применение

Настоящая Конвенция применяется ко всем территориям вне метрополий, за международные отношения которых какая-либо Страна является ответственной, за исключением случаев, когда предварительное согласие такой территории требуется конституцией данной Страны или заинтересованной территории или когда того требует обычай. В этом случае данная Страна должна стремиться заручиться в возможно короткий срок необходимым согласием заинтересованной территории и по получении такого согласия уведомляет об этом Генерального Секретаря. Настоящая Конвенция применяется к территории или территориям, указанным в таком уведомлении, со дня получения последнего Генеральным Секретарем. В тех случаях, когда предварительного согласия территории вне метрополии не требуется, заинтересованная Страна в момент подписания, ратификации или присоединения указывает территорию вне метрополии или территории, к которым настоящая Конвенция применяется.

## СТАТЬЯ 28

Районы для целей настоящей Конвенции

1. Любая Страна может уведомить Генерального Секретаря о том, что для целей настоящей Конвенции ее территория разделена на два или несколько районов или что два или несколько ее районов объединяются в один район.
2. Две или несколько Стран могут уведомить Генерального Секретаря о том, что в результате заключения между ними таможенного союза эти Страны составляют для целей настоящей Конвенции один район.
3. Любое уведомление, сделанное на основании пунктов 1 и 2 настоящей статьи, вступает в силу 1 января года, следующего за годом, в котором было сделано это уведомление.



## СТАТЬЯ 29

Денонсация

1. По истечении двух лет со дня вступления в силу настоящей Конвенции любая Сторона может от своего имени или от имени территории, за которую она несет международную ответственность и которая взяла обратно данное в соответствии со статьей 27 согласие, денонсировать настоящую Конвенцию письменным актом, сданным на хранение Генеральному Секретарю.
2. Денонсация, если уведомление о ней получено Генеральным Секретарем в любом году 1 июля или раньше, вступает в силу 1 января следующего года, а если такое уведомление получено после 1 июля, то денонсация вступает в силу, как если бы оно было получено 1 июля или раньше в следующем году.
3. Действие настоящей Конвенции прекращает, если в результате денонсаций, осуществленных согласно пунктам 1 и 2, условия, необходимые для ее вступления в силу согласно пункту 1 статьи 26, перестают существовать.

## СТАТЬЯ 30

Поправки

1. Любая Сторона может предложить поправку к настоящей Конвенции. Текст любой такой поправки и основания для этого сообщаются Генеральному Секретарю, который сообщает их Сторонам и Совету. Совет может постановить, что:
  - а) или должна быть созвана конференция в соответствии с пунктом 4 статьи 62 Устава Организации Объединенных Наций для рассмотрения предложенной поправки, или
  - б) следует опросить Стороны, принимают ли они предложенную поправку, а также просить их представить Совету любые замечания по поводу этого предложения.
2. Если предложенная поправка, разосланная на основании подпункта "б" пункта 1 настоящей статьи, не была отклонена какой-либо Стороной в течение восемнадцати месяцев после ее рассылки, она после этого вступает в силу. Если же предложенная поправка отклоняется какой-либо Стороной, Совет может решить, в свете замечаний, полученных от Сторон, должна ли быть созвана конференция для рассмотрения этой поправки.

## СТАТЬЯ 31

Споры

1. В случае возникновения какого-либо спора между двумя или несколькими Сторонами относительно толкования или применения настоящей Конвенции эти Стороны консультируются между собой с целью разрешения спора путем переговоров, расследования, посредничества, примирения, арбитража, обращения к региональным органам, судебного разбирательства или другими мирными средствами по их собственному выбору.

2. Любой спор такого рода, который не может быть разрешен указанным в пункте 1 путем, передается по просьбе любой из Сторон, выступающих в споре, для разрешения в Международный Суд.

#### СТАТЬЯ 32

##### Оговорки

1. Допускаются только оговорки, сделанные в соответствии с пунктами 2, 3 и 4 настоящей статьи.
2. При подписании, ратификации или присоединении любое государство может сделать оговорки в отношении следующих положений настоящей Конвенции:
  - a) пунктов 1 и 2 статьи 19;
  - b) статьи 27; и
  - c) статьи 31.
3. Государство, желающее стать Стороной, но с тем, чтобы сделать оговорки, иные, чем те, которые сделаны в соответствии с пунктами 2 и 4 настоящей статьи, может уведомить о таком намерении Генерального Секретаря. Если по истечении двенадцати месяцев со дня уведомления Генеральным Секретарем о соответствующей оговорке, эта оговорка не отклоняется одной третью государств, которые подписали настоящую Конвенцию без оговорки о ратификации, ратифицировали ее или присоединились к ней до конца этого периода, она считается допустимой, при условии, однако, что государства, которые возражали против оговорки, не обязаны принимать на себя в отношении сделавшего оговорку государства какого-либо юридического обязательства на основании настоящей Конвенции, затрагиваемого данной оговоркой.
4. Государство, на территории которого встречаются дикорастущие растения, содержащие психотропные вещества из числа веществ, включенных в Список I, и по традиции используемые некоторыми небольшими, четко определенными группами населения в магических или религиозных обрядах, может, при подписании, ратификации или присоединении, сделать оговорки относительно этих растений в отношении положений статьи 7 настоящей Конвенции, за исключением положений, относящихся к международной торговле.
5. Государство, сделавшее оговорки, может, посредством письменного уведомления в адрес Генерального Секретаря, в любое время взять обратно все или часть сделанных им оговорок.

## СТАТЬЯ 33

Уведомления

Генеральный Секретарь уведомляет все государства, указанные в пункте 1 статьи 25:

- a) о подписаниях, ратификациях и присоединениях в соответствии со статьями 25;
- b) о дате вступления настоящей Конвенции в силу в соответствии со статьями 26;
- c) о денонсациях в соответствии со статьями 29; и
- d) о заявлениях и уведомлениях в соответствии со статьями 27, 28, 30 и 32.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, будучи должным образом на то уполномочены, подписали настоящую Конвенцию от имени своих правительств.

СОВЕРШЕНО в Вене двадцать первого февраля тысяча девятьсот семьдесят первого года в одном экземпляре, английский, испанский, китайский, русский и французский тексты которого являются равно аутентичными. Настоящая Конвенция будет сдана на хранение Генеральному Секретарю Организации Объединенных Наций, который препровождает заверенные копии настоящей Конвенции всем членам Организации Объединенных Наций и другим государствам, указанным в пункте 1 статьи 25.

FOR AFGHANISTAN:

POUR L'AFGHANISTAN:

阿富汗:

За Афганистан:

FOR EL AFGANISTÁN:

FOR ALBANIA:

POUR L'ALBANIE:

阿爾巴尼亞:

За Албанию:

FOR ALBANIA:

FOR ALGERIA:

POUR L'ALGÉRIE:

阿爾及利亞:

За Алжир:

FOR ARGELIA:



FOR ARGENTINA:  
POUR L'ARGENTINE:  
阿根廷:  
За Аргентину:  
POR LA ARGENTINA:

Con reserva de ratificación de acuerdo  
art. 32, párrafo 2, inc b.  
Con reserva en cuanto a los efectos de  
la aplicación del Convenio en territorios  
no-metropolitanos cuya soberanía se  
halla en discusión, tal como se estableció  
en nuestro voto sobre el artículo 27.1/

Carlos A. FERNANDEZ

FOR AUSTRALIA:  
POUR L'Australie:  
澳大利亞:  
За Австралию:  
POR AUSTRALIA:

Subject to ratification<sup>2/</sup>  
L R McINTYRE  
23<sup>rd</sup>. December, 1971

FOR AUSTRIA:  
POUR L'AUTRICHE:  
奧地利:  
За Австрию:  
POR AUSTRIA:

1/Translation. Subject to ratification in accordance with article 32, paragraph 2 (b).  
Subject to a reservation with regard to the effects of the application of the Convention in non-metropolitan territories whose sovereignty is in dispute, as was indicated by our vote on article 27.

1/Traduction. Sous réserve de ratification conformément au paragraphe 2 b) de l'article 32.  
Avec une réserve quant aux effets de l'application de la Convention dans les territoires non métropolitains dont la souveraineté fait l'objet de discussions, comme nous l'avons indiqué lors de notre vote sur l'article 27.

2/Sous réserve de ratification.

FOR BARBADOS:

POUR LA BARBADE:

巴貝多:

За Барбадос:

POR BARBADOS:

FOR BELGIUM:

POUR LA BELGIQUE:

比利時:

За Бельгию:

POR BÉLGICA:

FOR BOLIVIA:

POUR LA BOLIVIE:

玻利維亞:

За Боливию:

POR BOLIVIA:

FOR BOTSWANA:  
POUR LE BOTSWANA:  
波扎那:  
За Ботсвану:  
POR BOTSWANA:

FOR BRAZIL:  
POUR LE BRÉSIL:  
巴西:  
За Бразилию:  
POR EL BRASIL:

W CORREA DA CUNHA  
Alvaro MONTEIRO RIBEIRO

I sign this convention about psychotropic substances with reservation as to ratification by my Government and with reservation to Arts. 19, parag. 1 and 2; Arts. 27 and 31. 1/

FOR BULGARIA:  
POUR LA BULGARIE:  
保加利亞:  
За България:  
POR BULGARIA:

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1/Traduction. Je signe la présente Convention sur les substances psychotropes sous réserve de ratification par mon gouvernement, et je formule des réserves en ce qui concerne les paragraphes 1 et 2 de l'article 19 ainsi que les articles 27 et 31.

FOR BURMA:  
POUR LA BIRMANIE:  
緬甸:  
За Бирму:  
POR BIRMANIA:

FOR BURUNDI:  
POUR LE BURUNDI:  
布隆提:  
За Бурунди:  
POR BURUNDI:

FOR THE BYELORUSSIAN SOVIET SOCIALIST REPUBLIC:  
POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE DE BIÉLORUSSIE:  
白俄羅斯蘇維埃社會主義共和國:  
За Белорусскую Советскую Социалистическую Республику:  
POR LA REPÚBLICA SOCIALISTA SOVIÉTICA DE BIELORRUSIA:

Под условием ратификации с прилагаемыми и заявлениями.

30 декабря 1971 года.

В. Смирнов<sup>1/</sup>

1/Translation. Subject to ratification, with the attached reservations and declarations.\*

30 December

V. SMIRNOV

1/Traduction. Sous réserve de ratification et compte tenu des réserves et déclarations ci-jointes.\*

Le 30 décembre 1971

V. SMIRNOV

\*/For the text of the above-mentioned reservations and declarations, see the pages immediately following the signature pages.

\*/ Pour le texte des réserves et déclarations susmentionnées, voir à la suite des pages de signature.



FOR CAMBODIA:  
POUR LE CAMBODGE:  
柬埔寨:  
За Камбоджу:  
POR CAMBOYA:

FOR CAMEROON:  
POUR LE CAMEROUN:  
喀麥隆:  
За Камерун:  
POR EL CAMERÚN:

FOR CANADA:  
POUR LE CANADA:  
加拿大:  
За Канаду:  
POR EL CANADÁ:

FOR THE CENTRAL AFRICAN REPUBLIC:

POUR LA RÉPUBLIQUE CENTRAFRICAINE:

中非共和國:

За Центральноафриканскую Республику:

POR LA REPÚBLICA CENTROAFRICANA:

FOR CEYLON:

POUR CEYLAN:

錫蘭:

За Цейлон:

POR CEILÁN:

FOR CHAD:

POUR LE TCHAD:

查德:

За Чад:

POR EL CHAD:

FOR CHILE:  
POUR LE CHILI:  
智利:  
За Чили:  
POR CHILE:

M SERRANO  
Sujeto a ratificación 1/

FOR CHINA:  
POUR LA CHINE:  
中國:  
За Китай:  
POR CHINA:

Chi-tseng YANG  
(subject to ratification) 2/  
21. Februar 1971

FOR COLOMBIA:  
POUR LA COLOMBIE:  
哥倫比亞:  
За Колумбию:  
POR COLOMBIA:

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1/Subject to ratification -- Sous réserve de ratification.

2/Sous réserve de ratification.

FOR THE CONGO (BRAZZAVILLE):

POUR LE CONGO (BRAZZAVILLE):

剛果 (布拉斯市):

За Конго (Браззавиль):

POR EL CONGO (BRAZZAVILLE):

FOR THE CONGO (DEMOCRATIC REPUBLIC OF):

POUR LE CONGO (RÉPUBLIQUE DÉMOCRATIQUE DU):

剛果 (民主共和國):

За Демократическую Республику Конго:

POR EL CONGO (REPÚBLICA DEMOCRÁTICA DE):

FOR COSTA RICA:

POUR LE COSTA RICA:

哥斯大黎加:

За Коста-Рику:

POR COSTA RICA:

J L MOLINA

September 2nd 1971

( ad-referendum (Subject to ratification), 1/

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1/Ad referendum (sous réserve de ratification).



FOR CUBA:  
POUR CUBA:  
古巴:  
За Кубу:  
POR CUBA:

FOR CYPRUS:  
POUR CHYPRE:  
賽普勒斯:  
За Кипр:  
POR CHIPRE:

FOR CZECHOSLOVAKIA:  
POUR LA TCHÉCOSLOVAQUIE:  
捷克斯拉夫:  
За Чехословакию:  
POR CHECOSLOVAQUIA:

TIAS 9725

FOR DAHOMEY:  
POUR LE DAHOMEY:  
達荷美:  
За Дагомею:  
POR EL DAHOMEY:

FOR DENMARK:  
POUR LE DANEMARK:  
丹麥:  
За Данию:  
POR DINAMARCA:

Jørgen H.KOCH  
Subject to ratification.<sup>1/</sup>

FOR THE DOMINICAN REPUBLIC:  
POUR LA RÉPUBLIQUE DOMINICAINE:  
多明尼加共和國:  
За Доминиканскую Республику:  
POR LA REPÚBLICA DOMINICANA:

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<sup>1/</sup>Sous réserve de ratification.

FOR ECUADOR:  
POUR L'EQUATEUR:  
厄瓜多:  
За Эквадор:  
POR EL ECUADOR:

FOR EL SALVADOR:  
POUR EL SALVADOR:  
薩爾瓦多:  
За Сальвадор:  
POR EL SALVADOR:

FOR ETHIOPIA:  
POUR L'ETHIOPIE:  
衣索比亞:  
За Эфиопию:  
POR ETIOPIA:

FOR THE FEDERAL REPUBLIC OF GERMANY: Subject to ratification 1/  
POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE: Walter GEHLHOFF  
德意志聯邦共和國: 23rd December 1971  
За Федеративную Республику Германии:  
POR LA REPÚBLICA FEDERAL DE ALEMANIA:

FOR FINLAND: Max Jakobson  
POUR LA FINLANDE: Subject to ratification 1/  
芬蘭: 15 October 1971  
За Финляндию:  
POR FINLANDIA:

FOR FRANCE: J KOSCIUSKO-MORIZET  
POUR LA FRANCE: Sous réserve de ratification 2/  
法蘭西: 17 Décembre 1971  
За Францию:  
POR FRANCIA:

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1/Sous réserve de ratification.

2/Subject to ratification.



FOR GABON:  
POUR LE GABON:  
加彭:  
За Габон:  
POR EL GABÓN:

FOR GAMBIA:  
POUR LA GAMBIE:  
岡比亞:  
За Гамбию:  
POR GAMBIA:

FOR GHANA:  
POUR LE GHANA:  
迦納:  
За Гану:  
POR GHANA:

K B ASANTE

Subject to Ratification<sup>1/</sup>

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<sup>1/</sup>Sous réserve de ratification.

FOR GREECE:

POUR LA GRÈCE:

希臘:

За Грецию:

POR GRECIA:

Subject to ratification 1/

C. MOIRAS

FOR GUATEMALA:

POUR LE GUATEMALA:

瓜地馬拉:

За Гватемалу:

POR GUATEMALA:

FOR GUINEA:

POUR LA GUINÉE:

幾內亞:

За Гвинею:

POR GUINEA:

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1/Sous réserve de ratification.

FOR GUYANA:  
POUR LA GUYANE:  
蓋亞那:  
За Гвиану:  
POR GUYANA:

Subject to Ratification 1/  
John CARTER

FOR HAITI:  
POUR HAÏTI:  
海地:  
За Гаити:  
POR HAÏTÍ:

FOR THE HOLY SEE:  
POUR LE SAINT-SIÈGE:  
教廷:  
За Святейший престол:  
POR LA SANTA SEDE:

Sous réserve de ratification 2/  
Giovanni MORETTI

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1/Sous réserve de ratification.

2/Subject to ratification.

FOR HONDURAS:  
POUR LE HONDURAS:  
宏都拉斯:  
За Гондурас:  
POR HONDURAS:

FOR HUNGARY:  
POUR LA HONGRIE:  
匈牙利:  
За Венгрию:  
POR HUNGRIA:

The Hungarian Government avails itself of the possibility accorded to it in paragraph 2 of Article 32 and makes reservations in respect of Article 19, paragraphs 1 and 2; Article 27 and Article 31 of the present Convention.

Subject to ratification 1/

December 30, 1971

Dr. Béla BÖLCS

FOR ICELAND:  
POUR L'ISLANDE:  
冰島:  
За Исландию:  
POR ISLANDIA:

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1/Traduction. Le Gouvernement hongrois se prévaut de la possibilité que lui offre le paragraphe 2 de l'article 32 et formule des réserves en ce qui concerne les paragraphes 1 et 2 de l'article 19 ainsi que les articles 27 et 31 de la présente Convention.

Sous réserve de ratification.



FOR INDIA:  
POUR L'INDE:  
印度:  
За Индию:  
POR LA INDIA:

FOR INDONESIA:  
POUR L'INDONÉSIE:  
印度尼西亞:  
За Индонезию:  
POR INDONESIA:

FOR IRAN:  
POUR L'IRAN:  
伊朗:  
За Иран:  
POR EL IRÁN:

Sous réserve de ratification <sup>1/</sup>  
Dr. AZARAKHSH

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<sup>1/</sup>Subject to ratification.

FOR IRAQ:

POUR L'IRAK:

伊拉克:

За Ирак:

POR EL IRAK:

FOR IRELAND:

POUR L'IRLANDE:

愛爾蘭:

За Ирландию:

POR IRLANDA:

FOR ISRAEL:

POUR ISRAËL:

以色列:

За Израиль:

POR ISRAEL:

FOR ITALY:  
POUR L'ITALIE:  
義大利:  
За Италию:  
POR ITALIA:

FOR THE IVORY COAST:  
POUR LA CÔTE-D'IVOIRE:  
牙象海岸:  
За Берег Слоновой Кости:  
POR LA COSTA DE MARFIL:

FOR JAMAICA:  
POUR LA JAMAÏQUE:  
牙買加:  
За Ямайку:  
POR JAMAICA:

FOR JAPAN:

Subject to ratification <sup>1/</sup>

POUR LE JAPON:

Toru NAKAGAWA

日本:

За Японию:

Dec 21st, 1971

POR EL JAPÓN:

FOR JORDAN:

POUR LA JORDANIE:

約旦:

За Иорданию:

POR JORDANIA:

FOR KENYA:

POUR LE KENYA:

肯亞:

За Кению:

POR KENIA:

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<sup>1/</sup>Sous réserve de ratification.



FOR KUWAIT:  
POUR LE KOWEÏT:  
科威特:  
За Кувейт:  
POR KUWAIT:

FOR LAOS:  
POUR LE LAOS:  
寮國:  
За Лаос:  
POR LAOS:

FOR LEBANON:  
POUR LE LIBAN:  
黎巴嫩:  
За Ливан:  
POR EL LÍBANO:

Sous réserve de ratification <sup>1/</sup>  
MANSOUR

---

<sup>1/</sup>Subject to ratification.

FOR LESOTHO:  
POUR LE LESOTHO:  
賴索托:  
За Лесото:  
POR LESOTHO:

FOR LIBERIA:  
POUR LE LIBÉRIA:  
賴比瑞亞:  
За Либерию:  
POR LIBERIA:

H M THOMAS, M.D.

Subject to ratification<sup>1/</sup>

FOR LIBYA:  
POUR LA LIBYE:  
利比亞:  
За Ливию:  
POR LIBIA:

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<sup>1/</sup> Sous réserve de ratification.

FOR LIECHTENSTEIN:

POUR LE LIECHTENSTEIN:

列支敦斯登:

За Лихтенштейн:

POR LIECHTENSTEIN:

FOR LUXEMBOURG:

POUR LE LUXEMBOURG:

盧森堡:

За Люксембург:

POR LUXEMBURGO:

FOR MADAGASCAR:

POUR MADAGASCAR:

馬達加斯加:

За Мадагаскар:

POR MADAGASCAR:

FOR MALAWI:  
POUR LE MALAWI:  
**馬拉威:**  
**За Малави:**  
POR MALAWI:

FOR MALAYSIA:  
POUR LA MALAISIE:  
**馬來亞聯邦:**  
**За Малайскую Федерацию:**  
POR MALASIA:

FOR THE MALDIVE ISLANDS:  
POUR LES ÎLES MALDIVES:  
**馬爾代夫羣島:**  
**За Мальдивские острова:**  
POR LAS ISLAS MALDIVAS:



FOR MALI:  
POUR LE MALI:  
馬利:  
За Мали:  
POR MALÍ:

FOR MALTA:  
POUR MALTE:  
馬耳他:  
За Мальту:  
POR MALTA:

FOR MAURITANIA:  
POUR LA MAURITANIE:  
茅利塔尼亞:  
За Мавританию:  
POR MAURITANIA:

FOR MAURITIUS:

POUR MAURICE:

模里西斯:

За Маврикий:

FOR MAURICIO:

FOR MEXICO:

POUR LE MEXIQUE:

墨西哥:

За Мексику:

FOR MÉXICO:

FOR MONACO:

POUR MONACO:

摩納哥:

За Монако:

FOR MÓNACO:

Sous réserve de ratification <sup>1/</sup>

BOËRI

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<sup>1/</sup>Subject to ratification.

FOR MONGOLIA:  
POUR LA MONGOLIE:  
蒙古:  
За Монголию:  
FOR MONGOLIA:

FOR MOROCCO:  
POUR LE MAROC:  
摩洛哥:  
За Марокко:  
FOR MARRUECOS:

FOR NEPAL:  
POUR LE NÉPAL:  
尼泊爾:  
За Непал:  
FOR NEPAL:

FOR THE NETHERLANDS:

POUR LES PAYS-BAS:

荷蘭:

За Нидерланды:

FOR LOS PAÍSES BAJOS:

FOR NEW ZEALAND:

POUR LA NOUVELLE-ZÉLANDE:

紐西蘭:

За Новую Зеландию:

FOR NUEVA ZELANDIA:

J.V. SCOTT

13 September 1971

Subject to ratification <sup>1/</sup>

FOR NICARAGUA:

POUR LE NICARAGUA:

尼加拉瓜:

За Никарагуа:

FOR NICARAGUA:

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<sup>1/</sup>Sous réserve de ratification.



FOR THE NIGER:

POUR LE NIGER:

奈及爾:

За Нигер:

POR EL NIGER:

FOR NIGERIA:

POUR LA NIGÉRIA:

奈及利亞:

За Нигерию:

POR NIGERIA:

FOR NORWAY:

POUR LA NORVÈGE:

挪威:

За Норвегию:

POR NORUEGA:

FOR PAKISTAN:  
POUR LE PAKISTAN:  
巴基斯坦:  
За Пакистан:  
POR EL PAKISTÁN:

FOR PANAMA:  
POUR LE PANAMA:  
巴拿馬:  
За Панаму:  
POR PANAMÁ:

FOR PARAGUAY:  
POUR LE PARAGUAY:  
巴拉圭:  
За Парагвай:  
POR EL PARAGUAY:

Jara RECALDE  
28 July - 1971  
" Ad-Referendum"

FOR PERU:  
POUR LE PÉROU:  
祕魯:  
За Перу:  
POR EL PERÚ:

FOR THE PHILIPPINES:  
POUR LES PHILIPPINES:  
菲律賓:  
За Филиппины:  
POR FILIPINAS:

FOR POLAND:  
POUR LA POLOGNE:  
波蘭:  
За Польшу:  
POR POLONIA:

E KULAGA

Subject to ratification with reservations

as attached 1/

30 December, 1971

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1/Sous réserve de ratification avec les réserves ci-jointes.\*

\* For the text of the above-mentioned reservations, see the pages immediately following the signature pages.

\*Pour le texte des réserves susmentionnées, voir à la suite des pages de signature.

FOR PORTUGAL:  
POUR LE PORTUGAL:  
葡萄牙:  
За Португалию:  
POR PORTUGAL:

FOR THE REPUBLIC OF KOREA:  
POUR LA RÉPUBLIQUE DE CORÉE:  
大韓民國:  
За Корейскую Республику:  
POR LA REPÚBLICA DE COREA:

FOR THE REPUBLIC OF VIET-NAM:  
POUR LA RÉPUBLIQUE DU VIET-NAM:  
越南共和國:  
За Республику Вьетнам:  
POR LA REPÚBLICA DE VIET-NAM:



FOR ROMANIA:  
POUR LA ROUMANIE:  
羅馬尼亞:  
За Румынию:  
POR RUMANIA:

FOR RWANDA:  
POUR LE RWANDA:  
盧安達:  
За Руанду:  
POR RWANDA:

H. TERERAHO

Sous réserve de ratification 1/

FOR SAN MARINO:  
POUR SAINT-MARIN:  
聖馬利諾:  
За Сан-Марино:  
POR SAN MARINO:

---

1/Subject to ratification

FOR SAUDI ARABIA:  
POUR L'ARABIE SAUDITE:  
沙烏地阿拉伯:  
За Саудовскую Аравию:  
POR ARABIA SAUDITA:

FOR SENEGAL:  
POUR LE SÉNÉGAL:  
塞內加爾:  
За Сенегал:  
POR EL SENEGAL:

FOR SIERRA LEONE:  
POUR LE SIERRA LEONE:  
獅子山:  
За Сьерра-Леоне:  
POR SIERRA LEONA:

FOR SINGAPORE:  
POUR SINGAPOUR:  
新加坡:  
За Сингапур:  
POR SINGAPUR:

FOR SOMALIA:  
POUR LA SOMALIE:  
索馬利亞:  
За Сомали:  
POR SOMALIA:

FOR SOUTH AFRICA:  
POUR L'AFRIQUE DU SUD:  
南非:  
За Южную Африку:  
POR SUDÁFRICA:

FOR SOUTHERN YEMEN:

POUR LE YÉMEN DU SUD:

南也門:

За Южный Йемен:

POR EL YEMEN MERIDIONAL:

FOR SPAIN:

POUR L'ESPAGNE:

西班牙:

За Испанию:

POR ESPAÑA:

FOR THE SUDAN:

POUR LE SOUDAN:

蘇丹:

За Судан:

POR EL SUDÁN:



FOR SWAZILAND:  
POUR SOUAZILAND:  
史瓦濟蘭:  
За Свазиленд:  
POR SWAZILANDIA:

FOR SWEDEN:  
POUR LA SUÈDE:  
瑞典:  
За Швецию:  
POR SUECIA:

M REXED

Subject to ratification<sup>1/</sup>

FOR SWITZERLAND:  
POUR LA SUISSE:  
瑞士:  
За Швейцарию:  
POR SUIZA:

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<sup>1/</sup>Sous réserve de ratification.

FOR SYRIA:  
POUR LA SYRIE:  
敘利亞:  
За Сирию:  
POR SIRIA:

FOR THAILAND:  
POUR LA THAÏLANDE:  
泰國:  
За Таиланд:  
POR TAILANDIA:

FOR TOGO:  
POUR LE TOGO:  
多哥:  
За Того:  
POR EL TOGO:

Sous réserve de ratification<sup>1/</sup>  
Francis JOHNSON

---

<sup>1/</sup>Subject to ratification.

FOR TRINIDAD AND TOBAGO:  
POUR LA TRINITÉ-ET-TOBAGO:  
千里達及托貝哥:  
За Тринидад и Тобаго:  
POR TRINIDAD Y TABAGO:

Subject to Ratification<sup>1/</sup>  
Charles H. ARCHIBALD

FOR TUNISIA:  
POUR LA TUNISIE:  
突尼西亞:  
За Тунис:  
POR TÚNEZ:

FOR TURKEY:  
POUR LA TURQUIE:  
土耳其:  
За Турцию:  
POR TURQUÍA:

Sous réserve de ratification et avec  
une réserve sur le second paragraphe  
de l'article 31. 2/

KIRCA

<sup>1/</sup>Sous réserve de ratification.

<sup>2/</sup>Subject to ratification and with a reservation as to the second paragraph of article 31.

FOR UGANDA:  
POUR L'UGANDA:  
烏干達:  
За Уганду:  
POR UGANDA:

FOR THE UKRAINIAN SOVIET SOCIALIST REPUBLIC:  
POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE D'UKRAINE:  
烏克蘭蘇維埃社會主義共和國:  
За Украинскую Советскую Социалистическую Республику:  
POR LA REPÚBLICA SOCIALISTA SOVIÉTICA DE UCRANIA:

Под условием ратификации, с оговорками и заявлениями,  
которые прилагаются.

30.XП.1971 г.

М. Поляничко <sup>1/</sup>

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:  
POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES:  
蘇維埃社會主義共和國聯邦:  
За Союз Советских Социалистических Республик:  
POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS SOVIÉTICAS:

Под условием ратификации с прилагаемыми оговорками и  
заявлениями.

30.XП.71 г.

Я. Малик <sup>2/</sup>

1/ Translation. Subject to ratification,  
with the attached reservations and decla-  
rations.\*

30 December 1971 M. POLYANICHKO

2/ Translation. Subject to ratification,  
with the attached reservations and decla-  
rations.\*

30 Décembre 1971 Ya. MALIK

\*For the text of the above-mentioned re-  
servations and declarations, see the pages  
immediately following the signature pages.

1/ Traduction. Sous réserve de ra-  
tification et compte tenu des réserves  
et déclarations ci-jointes.\*

Le 30 décembre 1971 M. POLYANITCHKO

2/ Traduction. Sous réserve de ra-  
tification et compte tenu des réserves  
et déclarations ci-jointes\*.

Le 30 Décembre 1971 Ya. MALIK

\*Pour le texte des réserves et décla-  
rations susmentionnées voir à la suite  
des pages de signature.



FOR THE UNITED ARAB REPUBLIC:

POUR LA RÉPUBLIQUE ARABE UNIE:

阿拉伯聯合共和國:

За Объединенную Арабскую Республику:

POR LA REPÚBLICA ARABE UNIDA:

Subject to Ratification and

Reservation as to:

a) Article 19, para. 1 & 2

b) " 27, and 1/

c) " 31.

Dr. A. Wagdi SADEK

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:

大不列顛及北愛爾蘭聯合王國:

За Соединенное Королевство Великобритании и Северной Ирландии:

POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:

Subject to ratification 2/

Peter BEEDLE

FOR THE UNITED REPUBLIC OF TANZANIA:

POUR LA RÉPUBLIQUE-UNIE DE TANZANIE:

坦尚尼亞聯合共和國:

За Объединенную Республику Танзания:

POR LA REPÚBLICA UNIDA DE TANZANIA:

1/Sous réserve de ratification et avec une réserve à l'égard de: a) article 19, paragraphes 1 et 2; b) article 27; et c) article 31.

2/Sous réserve de ratification.

FOR THE UNITED STATES OF AMERICA:

POUR LES ETATS-UNIS D'AMÉRIQUE:

美利堅合衆國:

За Соединенные Штаты Америки:

POR LOS ESTADOS UNIDOS DE AMÉRICA:

Subject to Ratification <sup>1/</sup>

John INGERSOLL

FOR THE UPPER VOLTA:

POUR LA HAUTE-VOLTA:

上伏塔:

За Верхнюю Вольту:

POR EL ALTO VOLTA:

FOR URUGUAY:

POUR L'URUGUAY:

烏拉圭:

За Уругвай:

POR EL URUGUAY:

---

<sup>1/</sup>Sous réserve de ratification.

FOR VENEZUELA:

POUR LE VENEZUELA:

委內瑞拉:

За Венесуэлу:

POR VENEZUELA:

Sujeta a Ratificación <sup>1/</sup>

Rafael Darío BERTI

FOR WESTERN SAMOA:

POUR LE SAMOA-OCCIDENTAL:

西薩摩亞:

За Западное Самоа:

POR SAMOA OCCIDENTAL:

FOR YEMEN:

POUR LE YÉMEN:

也門:

За Йемен:

POR EL YEMEN:

---

<sup>1/</sup>Subject to ratification -- Sous réserve de ratification.

FOR YUGOSLAVIA:

POUR LA YUGOSLAVIE:

南斯拉夫:

За Югославию:

POR YUGOSLAVIA:

La RFS de Yougoslavie formule une  
réserve à l'égard de l'article 27 de la  
présente Convention.

Sous réserve de ratification <sup>1/</sup>

Dragan NIKOLIC

FOR ZAMBIA:

POUR LA ZAMBIE:

尚比亞:

За Замбию:

POR ZAMBIA:

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<sup>1/</sup>Translation. The Socialist Federal Republic of Yougoslavia expresses  
a reservation with regard to article 27 of the Convention.

Subject to ratification.



Text of the reservations and declarations made by the Byelorussian Soviet Socialist Republic at the time of signature of the Convention on Psychotropic Substances of 1971

Texte des réserves et déclarations faites par la République socialiste soviétique de Biélorussie lors de la signature de la Convention sur les substances psychotropes de 1971

Оговорки Белорусской Советской Социалистической Республики при подписании Конвенции о психотропных веществах 1971 года.

"Белорусская ССР будет считать для себя необязательными положения пунктов 1 и 2 статьи 19 Конвенции о психотропных веществах 1971 года применительно к государствам, лишенным возможности стать участниками конвенции на основании процедуры, предусмотренной в статье 25 этой Конвенции".

"Белорусская ССР не считает для себя обязательными положения статьи 31 Конвенции относительно передачи в Международный Суд спора о толковании или применении Конвенции по просьбе любой из сторон в споре и заявляет, что для передачи такого спора Международному Суду необходимо в каждом отдельном случае согласие всех сторон, участвующих в споре".

Заявления Постоянного Представителя Белорусской ССР при ООН при подписании Конвенции о психотропных веществах 1971 года:

"Белорусская ССР заявляет, что положения статьи 25 Конвенции о психотропных веществах, согласно которым ряд государств лишается возможности стать участником этой конвенции, носят дискриминационный характер, и считает, что Конвенция в соответствии с принципом суверенного равенства государств должна быть открыта для участия всех заинтересованных государств без какой-либо дискриминации или ограничения".

"Белорусская ССР считает необходимым заявить, что положения Статьи 27 Конвенции противоречат Декларации Генеральной Ассамблеи Организации Объединенных Наций о предоставлении независимости колониальным странам и народам, провозгласившей необходимость "незамедлительно и безаговорочно положить конец колониализму во всех его формах и проявлениях" (Резолюция 1514/XV от 14 декабря 1960 года).

#### Translation

##### Reservations:

The Byelorussian Soviet Socialist Republic will not consider itself bound by the provisions of article 19, paragraphs 1 and 2, of the Convention on Psychotropic Substances of 1971 as applied to States not entitled to become Parties to the Convention on the basis of the procedure provided for in article 25 of that Convention.

#### Traduction

##### Réserves:

La République socialiste soviétique de Biélorussie ne se considérera pas liée par les dispositions des paragraphes 1 et 2 de l'article 19 de la Convention sur les substances psychotropes de 1971 concernant les Etats privés de la possibilité de devenir partie à la Convention en raison de la procédure prévue à l'article 25 de cette Convention.

The Byelorussian Soviet Socialist Republic does not consider itself bound by the provisions of article 31 of the Convention concerning the referral to the International Court of Justice of a dispute relating to the interpretation or application of the Convention at the request of any one of the Parties to the dispute and declares that the referral of any such dispute to the International Court of Justice shall in each case require the consent of all the Parties to the dispute.

#### Declarations:

The Byelorussian SSR states that the provisions of article 25 of the Convention on Psychotropic Substances, under the terms of which a number of States are not entitled to become Parties to the said Convention, are of a discriminatory nature and considers that in accordance with the principle of the sovereign equality of States the Convention should be open for participation by all interested States without any discrimination or restriction.

The Byelorussian Soviet Socialist Republic deems it essential to state that the provisions of article 27 of the Convention are at variance with the Declaration on the Granting of Independence to Colonial Countries and Peoples of the United Nations General Assembly (resolution 1514 (XV) of 14 December 1960), which proclaims the necessity of "bringing to a speedy and unconditional end colonialism in all its forms and manifestations".

Reservations of the Polish People's Republic in respect of certain provisions contained in the Convention on Psychotropic Substances, done at Vienna on 21 February 1971

"The Government of the Polish People's Republic wishes to make reservations concerning the following provisions:

"(1) Paragraphs 1 and 2 of Article 19 of the above-said Convention as applicable to states deprived of the opportunities of becoming Parties to the Convention in view of the procedure provided for in Article 25 of the Convention.

"In the considered opinion of the Government of the Polish People's Republic the provisions of Article 25 of the Convention on Psychotropic Substances of 1971 are of discriminatory character. In this connection the Government of the Polish People's Republic reiterates its firm position that the above-said Convention, in accordance with the principle of sovereign equality of states, should be open to all interested states without any discrimination.

"(2) Paragraph 2 of Article 31 of the Convention which provides that disputes which cannot be settled by negotiation, investigation, mediation, conciliation, arbitration, recourse to regional bodies, judicial process or other peaceful means of their own choice, shall be referred, at the request of any one of the parties to the dispute, to the International Court of Justice for decision. In this connection the Government of the Polish People's Republic wishes to state that a submission of a dispute to the International Court of Justice, for its decision can be made only with full consent to such a procedure by all parties to the dispute and not at the request of one or some of them."

La République socialiste soviétique de Biélorussie ne se considère pas liée par les dispositions de l'article 31 de la Convention qui stipulent que tout différend concernant l'interprétation ou l'application de cette Convention sera soumis à la Cour internationale de Justice à la demande de l'une des parties au différend, et elle déclare qu'un différend de ce genre ne peut être soumis à la Cour internationale de Justice qu'avec l'accord de toutes les parties au différend dans chaque cas.

#### Déclarations:

La République socialiste soviétique de Biélorussie déclare que les dispositions de l'article 25 de la Convention sur les substances psychotropes, aux termes duquel certains Etats se voient privés de la possibilité de devenir parties à cette Convention, ont un caractère discriminatoire et elle considère que la Convention, conformément au principe d'égalité souveraine des Etats doit être ouverte à l'adhésion de tous les Etats intéressés sans aucune discrimination ni restriction.

La République socialiste soviétique de Biélorussie juge nécessaire de déclarer que les dispositions de l'article 27 de la Convention sont en contradiction avec la Déclaration de l'Assemblée générale de l'Organisation des Nations Unies sur l'octroi de l'indépendance aux pays et aux peuples coloniaux, qui proclamait la nécessité "de mettre rapidement et inconditionnellement fin au colonialisme sous toutes ses formes et dans toutes ses manifestations" (Résolution 1514 (XV) du 14 décembre 1960).

#### Traduction

Réserves de la République populaire de Pologne au sujet de certaines dispositions figurant dans la Convention sur les substances psychotropes, signée à Vienne le 21 février 1971

Le Gouvernement de la République populaire de Pologne souhaite faire des réserves en ce qui concerne les dispositions ci-après:

1) Les paragraphes 1 et 2 de l'article 19 de ladite Convention, s'agissant de leur application à des Etats n'ayant pas la possibilité de devenir parties à la Convention d'après la procédure prévue à l'article 25.

Le Gouvernement de la République populaire de Pologne considère que les dispositions de l'article 25 de la Convention, de 1971 sur les substances psychotropes ont un caractère discriminatoire. A cet égard, le Gouvernement de la République populaire de Pologne réaffirme avec fermeté sa position, selon laquelle ladite Convention devrait être ouverte à tous les Etats intéressés sans discrimination d'aucune sorte, conformément aux principes de l'égalité souveraine des Etats.

2) Le paragraphe 2 de l'article 31 de la Convention, qui dispose que tout différend entre deux ou plusieurs Parties qui n'aura pu être réglé par voie de négociation, d'enquête, de médiation, de conciliation, d'arbitrage, de recours à des organismes régionaux, par voie judiciaire ou par d'autres moyens pacifiques du choix desdites parties, sera soumis, à la demande de l'une de ces dernières, à la Cour internationale de Justice. Le Gouvernement de la République populaire de Pologne tient à déclarer à ce sujet qu'un différend ne peut être soumis pour décision à la Cour internationale de Justice que lorsque cette procédure est pleinement acceptée par toutes les parties au différend, et non à la demande de l'une ou de certaines seulement d'entre elles.

Text of the reservations and declarations made by the Ukrainian Soviet Socialist Republic at the time of signature of the Convention on Psychotropic Substances of 1971

Texte des réserves et déclarations faites par la République socialiste soviétique d'Ukraine lors de la signature de la Convention sur les substances psychotropes de 1971

ОГОВОРКИ УКРАИНСКОЙ СОВЕТСКОЙ СОЦИАЛИСТИЧЕСКОЙ  
РЕСПУБЛИКИ ПРИ ПОДПИСАНИИ КОНВЕНЦИИ О ПСИХОТРОП-  
НЫХ ВЕЩЕСТВАХ 1971 ГОДА

"Украинская Советская Социалистическая Республика будет считать для себя необязательными положения пунктов I и 2 статьи 19 Конвенции о психотропных веществах 1971 года применительно к государствам, лишенным возможности стать участниками Конвенции на основании процедуры, предусмотренной в статье 25 этой Конвенции".

"Украинская Советская Социалистическая Республика не считает для себя обязательными положения статьи 31 Конвенции относительно передачи в Международный суд спора о толковании или применении Конвенции по просьбе любой из сторон в споре и заявляет, что для передачи такого спора Международному суду необходимо в каждом отдельном случае согласие всех сторон, участвующих в споре".

ЗАЯВЛЕНИЕ ПОСТОЯННОГО ПРЕДСТАВИТЕЛЯ УКРАИНСКОЙ ССР  
ПРИ ООН М.Д. ПОЛЯНИЧКО ПРИ ПОДПИСАНИИ КОНВЕНЦИИ О  
ПСИХОТРОПНЫХ ВЕЩЕСТВАХ 1971 ГОДА

"Украинская Советская Социалистическая Республика заявляет, что положения статьи 25 Конвенции о психотропных веществах, согласно которым ряд государств лишается возможности стать участником этой Конвенции, носят дискриминационный характер, и считает, что Конвенция в соответствии с принципом суверенного равенства государств должна быть открыта для участия всех заинтересованных государств без какой-либо дискриминации или ограничения".

"Украинская Советская Социалистическая Республика считает необходимым заявить, что положения статьи 27 Конвенции противоречат Декларации Генеральной Ассамблеи Организации Объединенных Наций о предоставлении независимости колониальным странам и народам, провозгласившей необходимость "незамедлительно и безоговорочно положить конец колониализму во всех его формах и проявлениях" Резолюция 1514/ХУ/ от 14 декабря 1960 года/

## Translation

## Reservations:

The Ukrainian Soviet Socialist Republic will not consider itself bound by the provisions of article 19, paragraphs 1 and 2, of the Convention on Psychotropic Substances of 1971 as applied to States not entitled to become Parties to the Convention on the basis of the procedure provided for in article 25 of that Convention.

The Ukrainian Soviet Socialist Republic does not consider itself bound by the provisions of article 31 of the Convention concerning the referral to the International Court of Justice of a dispute relating to the interpretation or application of the Convention at the request of any one of the Parties to the dispute and declares that the referral of any such dispute to the International Court of Justice shall in each case require the consent of all Parties to the dispute.

## Declarations:

The Ukrainian Soviet Socialist Republic states that the provisions of article 25 of the Convention on Psychotropic Substances, under the terms of which a number of States are not entitled to become Parties to the said Convention, are of a discriminatory nature and considers that in accordance with the principle of the sovereign equality of States the Convention should be open for participation by all interested States without any discrimination or restriction.

The Ukrainian Soviet Socialist Republic deems it essential to state that the provisions of article 27 of the Convention are at variance with the Declaration on the Granting of Independence to Colonial Countries and Peoples of the United Nations General Assembly (resolution 1514 (XV) of 14 December 1960), which proclaims the necessity of "bringing to a speedy and unconditional end colonialism in all its forms and manifestations".

Reservations and declarations made by the Union of Soviet Socialist Republics at the time of signature of the Convention on Psychotropic Substances of 1971

## Traduction

## Réserve:

La République socialiste soviétique d'Ukraine ne se considérera pas liée par les dispositions des paragraphes 1 et 2 de l'article 19 de la Convention sur les substances psychotropes de 1971 concernant les Etats privés de la possibilité de devenir partie à la Convention en raison de la procédure prévue à l'article 25 de cette Convention.

La République socialiste soviétique d'Ukraine ne se considère pas liée par les dispositions de l'article 31 de la Convention qui stipulent que tout différend concernant l'interprétation ou l'application de cette Convention sera soumis à la Cour internationale de Justice à la demande de l'une des parties au différend, et elle déclare qu'un différend de ce genre ne peut être soumis à la Cour internationale de Justice qu'avec l'accord de toutes les parties au différend dans chaque cas.

## Déclarations:

La République socialiste soviétique d'Ukraine déclare que les dispositions de l'article 25 de la Convention sur les substances psychotropes, aux termes duquel certains Etats se voient privés de la possibilité de devenir parties à cette Convention, ont un caractère discriminatoire et elle considère que la Convention, conformément au principe d'égalité souveraine des Etats, doit être ouverte à l'adhésion de tous les Etats intéressés sans aucune discrimination ni restriction.

La République socialiste soviétique d'Ukraine juge nécessaire de déclarer que les dispositions de l'article 27 de la Convention sont en contradiction avec la Déclaration de l'Assemblée générale de l'Organisation des Nations Unies sur l'octroi de l'indépendance aux pays et aux peuples coloniaux, qui proclamait la nécessité "de mettre rapidement et inconditionnellement fin au colonialisme sous toutes ses formes et dans toutes ses manifestations" / résolution 1514 (XV) du 14 décembre 1960 /.

Réserves et déclarations faites par l'Union des Républiques socialistes soviétiques lors de la signature de la Convention sur les substances psychotropes de 1971

ОГОВОРКИ СОЮЗА СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК ПРИ ПОДПИСАНИИ КОНВЕНЦИИ О ПСИХОТРОПНЫХ ВЕЩЕСТВАХ 1971 ГОДА

"Союз Советских Социалистических Республик будет считать для себя необязательными положения пунктов 1 и 2 статьи 19 Конвенции о психотропных веществах 1971 года применительно к государствам, лишенным возможности стать участниками Конвенции на основании процедуры, предусмотренной в статье 25 этой Конвенции".

"Союз Советских Социалистических Республик не считает для себя обязательными положения статьи 31 Конвенции относительно передачи в Международный суд спора о толковании или применении Конвенции по просьбе любой из сторон в споре и заявляет, что для передачи такого спора Международному суду необходимо в каждом отдельном случае согласие всех сторон, участвующих в споре".



ЗАЯВЛЕНИЯ ЗАМЕСТИТЕЛЯ МИНИСТРА ИНОСТРАННЫХ ДЕЛ СССР,  
ПОСТОЯННОГО ПРЕДСТАВИТЕЛЯ СССР ПРИ ООН Я.А. МАЛИКА ПРИ  
ПОДПИСАНИИ КОНВЕНЦИИ О ПСИХОТРОПНЫХ ВЕЩЕСТВАХ 1971 ГОДА

"Союз Советских Социалистических Республик заявляет, что положения статьи 25 Конвенции о психотропных веществах, согласно которым ряд государств лишается возможности стать участником этой Конвенции, носят дискриминационный характер, и считает, что Конвенция в соответствии с принципом суверенного равенства государств должна быть открыта для участия всех заинтересованных государств без какой-либо дискриминации или ограничения".

"Союз Советских Социалистических Республик считает необходимым заявить, что положения статьи 27 Конвенции противоречат Декларации Генеральной Ассамблеи Организации Объединенных Наций о предоставлении независимости колониальным странам и народам, провозгласившей необходимость "незамедлительно и безоговорочно положить конец колониализму во всех его формах и проявлениях" (Резолюция 1514 /XV/ от 14 декабря 1960 года).

## Translation

## Reservations:

The Union of Soviet Socialist Republics will not consider itself bound by the provisions of article 19, paragraphs 1 and 2, of the Convention on Psychotropic Substances of 1971 as applied to States not entitled to become Parties to the Convention on the basis of the procedure provided for in article 25 of that Convention.

The Union of Soviet Socialist Republics does not consider itself bound by the provisions of article 31 of the Convention concerning the referral to the International Court of Justice of a dispute relating to the interpretation or application of the Convention at the request of any one of the Parties to the dispute and declares that the referral of any such dispute to the International Court of Justice shall in each case require the consent of all Parties to the dispute.

## Declarations:

The Union of Soviet Socialist Republics states that the provisions of article 25 of the Convention on Psychotropic Substances, under the terms of which a number of States are not entitled to become Parties to the said Convention, are of a discriminatory nature and considers that in accordance with the principle of the sovereign equality of States the Convention should be open for participation by all interested States without any discrimination or restriction.

The Union of Soviet Socialist Republics deems it essential to state that the provisions of article 27 of the Convention are at variance with the Declaration on the Granting of Independence to Colonial Countries and Peoples of the United Nations General Assembly (resolution 1514 (XV) of 14 December 1960), which proclaims the necessity of "bringing to a speedy and unconditional end colonialism in all its forms and manifestations".

## Traduction

## Réserve:

L'Union des Républiques socialistes soviétiques ne se considérera pas liée par les dispositions des paragraphes 1 et 2 de l'article 19 de la Convention sur les substances psychotropes de 1971 à l'égard des Etats privés de la possibilité de devenir parties à la Convention en vertu de la procédure prévue à l'article 25 de ladite Convention.

L'Union des Républiques socialistes soviétiques ne se considère pas liée par les dispositions de l'article 31 de la Convention prévoyant que tout différend concernant l'interprétation ou l'application de la Convention sera soumis à la Cour internationale de Justice, à la demande de l'une des parties au différend, et elle déclare que pour soumettre un tel différend à la Cour internationale, l'accord de toutes les parties au différend est indispensable dans chaque cas particulier.

## Déclarations:

L'Union des Républiques socialistes soviétiques déclare que les dispositions de l'article 25 de la Convention sur les substances psychotropes en vertu duquel certains Etats sont privés de la possibilité de devenir parties à la Convention, ont un caractère discriminatoire, et elle considère qu'une Convention conforme aux principes de l'égalité souveraine des Etats doit être ouverte à tous les Etats intéressés sans aucune discrimination ou limitation.

L'Union des Républiques socialistes soviétiques estime nécessaire de déclarer que les dispositions de l'article 27 de la Convention contredisent la Déclaration de l'Assemblée générale de l'Organisation des Nations Unies sur l'octroi de l'indépendance aux pays et aux peuples coloniaux proclamant la nécessité de "mettre rapidement et inconditionnellement fin au colonialisme sous toutes ses formes et dans toutes ses manifestations" (résolution 1514 (XV) du 14 décembre 1960).

## LISTS OF SUBSTANCES IN THE SCHEDULES\*

## LIST OF SUBSTANCES IN SCHEDULE I

<u>INN</u>	<u>Other non-proprietary or trivial names</u>	<u>Chemical Name</u>
1.	DET	<u>N,N</u> -diethyltryptamine
2.	DMHP	3-(1,2-dimethylheptyl)-1-hydroxy-7, 8,9,10-tetrahydro-6,6,9-trimethyl- 6H-dibenzo <b><u>b,d</u></b> /pyran
3.	DMT	<u>N,N</u> -dimethyltryptamine
4. (+)-LYSERGIDE	LSD, LSD-25	(+)- <u>N,N</u> -diethyllysergamide ( <u>d</u> -lysergic acid diethylamide)
5.	mescaline	3,4,5-trimethoxyphenethylamine
6.	paraheyl	3-hexyl-1-hydroxy-7,8,9,10- tetrahydro-6,6,9-trimethyl-6H- dibenzo <b><u>b,d</u></b> /pyran
7.	psilocine, psilotsin	3-(2-dimethylaminoethyl)-4- hydroxyindole
8. PSILOCYBINE		3-(2-dimethylaminoethyl)indol-4-yl dihydrogen phosphate
9.	STP, DOM	2-amino-1-(2,5-dimethoxy-4- methyl)phenylpropane
10.	tetrahydrocannabinols, all isomers	1-hydroxy-3-pentyl-6a,7,10,10a- tetrahydro-6,6,9-trimethyl-6-H- dibenzo <b><u>b,d</u></b> /pyran

\* The names printed in capitals in the left-hand column are the International Non-Proprietary Names (INN). With one exception ((+)-LYSERGIDE), other non-proprietary or trivial names are given only where no INN has yet been proposed.

## LIST OF SUBSTANCES IN SCHEDULE II

<u>INN</u>	<u>Other non-proprietary or trivial names</u>	<u>Chemical name</u>
1. AMPHETAMINE		( <sup>+</sup> )-2-amino-1-phenylpropane
2. DEXAMPHETAMINE		(+)-2-amino-1-phenylpropane
3. METHAMPHETAMINE		(+)-2-methylamino-1-phenylpropane
4. METHYLPHENIDATE		2-phenyl-2-(2-piperidyl)acetic acid, methyl ester
5. PHENCYCLIDINE		1-(1-phenylcyclohexyl)piperidine
6. PHENMETRAZINE		3-methyl-2-phenylmorpholine

## LIST OF SUBSTANCES IN SCHEDULE III

<u>INN</u>	<u>Other non-proprietary or trivial names</u>	<u>Chemical name</u>
1. AMOBARBITAL		5-ethyl-5-(3-methylbutyl) barbituric acid
2. CYCLOBARBITAL		5-(1-cyclohexen-1-yl)-5- ethylbarbituric acid
3. GLUTETHIMIDE		2-ethyl-2-phenylglutarimide
4. PENTOBARBITAL		5-ethyl-5-(1-methylbutyl) barbituric acid
5. SECOBARBITAL		5-allyl-5-(1-methylbutyl) barbituric acid



## LIST OF SUBSTANCES IN SCHEDULE IV

<u>INN</u>	<u>Other non-proprietary or trivial names</u>	<u>Chemical name</u>
1. AMFEPRAMONE		2-(diethylamino)propiofenone
2. BARBITAL		5,5-diethylbarbituric acid
3.	ethchlorvynol	ethyl-2-chlorovinylethinyl- carbinol
4. ETHINAMATE		1-ethynylcyclohexanolcarbamate
5. MEPROBAMATE		2-methyl-2-propyl-1,3- propanediol dicarbamate
6. METHAQUALONE		2-methyl-3- <u>q</u> -tolyl-4(3 <u>H</u> )- quinazolinone
7. METHYLPHENOBARBITAL		5-ethyl-1-methyl-5-phenyl- barbituric acid
8. METHYPRYLON		3,3-diethyl-5-methyl-2,4- piperidine-dione
9. PHENOBARBITAL		5-ethyl-5-phenylbarbituric acid
10. PIPRADROL		1,1-diphenyl-1-(2-piperidyl) methanol
11.	SPA	(-)-1-dimethylamino-1,2- diphenylethane

## 附表肆所列物質名單

國際非專用名稱	其他非專用名稱 或俗名	化學名稱
1. 安非普拉蒙		2-(二乙氧基)-丙酚酮
2. 巴比妥		5,5-二乙基丙二醯脲
3.	乙氧烯醇	乙基-2-氧乙炔乙炔甲醇
4. 乙辛那梅		1-乙炔基環己醇甲氧酸酯
5. 美普羅巴梅 (甲丙甲氧酯)		2-甲基-2-丙基-1,3-丙二醇二甲氧酸酯
6. 美沙瓜隆		2-甲基-3-鄰-甲基基-4(3H)-間二氧 雜萘酮
7. 甲苯巴比妥		5-乙基-1-甲基-5-苯丙二醯脲
8. 美西普利隆		3,3-二乙基-5-甲基-2,4-氧己圓二酮
9. 苯巴比妥		5-乙基-5-苯丙二醯脲
10. 比普拉特羅		1,1-二苯基-1-(2-氧己圓)甲醇
11.	SPA	(-)-1-二甲胺-1,2-二苯乙烷

## 附表參所列物質名單

國際非專用名稱	其他非專用名稱 或俗名	化學名稱
1. 異戊巴比妥		5-乙基-5-(3-甲丁基)丙二醯脲
2. 環巴比妥		5-(1-環己烯基)-5-乙基丙二醯脲
3. 戊乙環亞胺		2-乙基-2-苯戊二酮環亞胺
4. 戊巴比妥		5-乙基-5-(1-甲丁基)丙二醯脲
5. 仲巴比妥		5-丙烯-5-(1-甲丁基)丙二醯脲

## 附表載所列物質名單

國際非專用名稱	其他非專用名稱 或俗名	化學名稱
1. 安非他明		(±)-2-氨基-1-苯丙烷
2. 右旋安非他明		(+)-2-氨基-1-苯丙烷
3. 甲安非他明		(+)-2-甲氨基-1-苯丙烷
4. 甲苯氫己圓		2-苯基-2-(2-氣己圓)醋酸甲酯
5. 芬西克利丁 (苯環哌啶)		1-(1-苯環己基)氣己圓
6. 芬美特拉啞		3-甲基-2-苯基對氣氣雜己圓



## 各附表所列物質名單\*

## 附表壹所列物質名單

國際非專用名稱	其他非專用名稱 或俗名	化學名稱
1.	DET	N,N-二乙基色胺
2.	DMHP	3-(1,2-二甲基庚基)-1-羥基-7,8,9,10- 四氫-6,6,9-三甲基-6H-二苯駢(b,d) 氧雜己圓
3.	DMT	N,N-二甲基色胺
4. (+)麥角醯胺	LSD, LSD-25	(+)-N,N-二乙基麥角醯胺 (d-麥角醯二乙胺)
5.	仙人掌鹼 (麥司卡林)	3,4,5,-三甲氧基苯乙胺
6.	副己	3-己基-1-羥基-7,8,9,10-四氫-6,6,9- 三甲基-6H-二苯駢(b,d)氧雜己圓
7.	西羅非,西羅泰	3-(2-二甲胺乙基)-4-羥基氧雜茚
8. 墨西哥站毒鹼 (西羅賽賓)		3-(2-二甲胺乙基)-氧雜茚-4-二氫磷酸
9.	STP, DOM	2-氨基-1-(2,5-二甲氧-4-甲基)苯丙烷
10.	四氫大麻素及其 所有同素異構體	1-羥基-3-戊基-6a,7,10,10a-四氫- 6,6,9-三甲基-6H-二苯駢(b,d)氧雜 己圓

\* 左欄所列各物質之名稱係國際非專用名稱。除(+)麥角醯胺為惟一例外外僅於尚無擬議之國際非專用名稱時採用其他非專用名稱或俗名。

## SUSTANCIAS ENUMERADAS EN LAS LISTAS\*

## SUSTANCIAS DE LA LISTA I

<u>DCI</u>	<u>Otras denominaciones comunes o triviales</u>	<u>Denominación química</u>
1.	DET	N,N-dietiltriptamina
2.	DMHP	3-(1,2-dimetilheptil)-1-hidroxi-7,8,9,10-tetrahidro-6,6,9-trimetil-6H-dibenzo/b,d/pirano
3.	DMT	N,N-dimetiltriptamina
4. (+)-LISERGIDA	LSD, LSD-25	(+)-N,N-dietilisergamida (dietilamida del ácido $\alpha$ lisérgico)
5.	mescalina	3,4,5-trimetoxifenetilamina
6.	parahexilo	3-hexil-1-hidroxi-7,8,9,10-tetrahidro-6,6,9-trimetil-6H-dibenzo/b,d/pirano
7.	psilocina, psilocina	3-(2-dimetilaminoetil)-4-hidroxi-indol
8. PSILOCEBINA		fosfato dihidrogenado de 3-(2-dimetil-aminoetil)-indol-4-ilo
9.	STP, DOM	2-amino-1-(2,5-dimetoxi-4-metil)fenilpropano
10.	tetrahidrocannabinoides, todos los isómeros	1-hidroxi-3-pentil-6a,7,10,10a-tetrahidro-6,6,9-trimetil-6H-dibenzo/b,d/pirano

\* Las denominaciones que aparecen en mayúsculas en la columna de la izquierda son las Denominaciones Comunes Internacionales (DCI). Con una sola excepción ((+)-LISERGIDA), únicamente se indican otras denominaciones comunes o triviales cuando aún no se ha propuesto ninguna DCI.

## SUSTANCIAS DE LA LISTA II

<u>DCI</u>	<u>Otras denominaciones comunes o triviales</u>	<u>Denominación química</u>
1. ANFETAMINA		(+)-2-amino-1-fenilpropano
2. DEXANFETAMINA		(+)-2-amino-1-fenilpropano
3. METANFETAMINA		(+)-2-metilamino-1-fenilpropano
4. METILFENIDATO		éster metílico del ácido 2-fenil- 2-(2-piperidil) acético
5. FENCICLIDINA		1-(1-fenilciclohexil)-piperidina
6. FENMETRACINA		3-metil-2-fenilmorfolina

## SUSTANCIAS DE LA LISTA III

<u>DCI</u>	<u>Otras denominaciones comunes o triviales</u>	<u>Denominación química</u>
1. AMOBARBITAL		ácido 5-etil-5-(3-metilbutil) barbitúrico
2. CICLOBARBITAL		ácido 5-(1-ciclohexen-1-il)-5- etilbarbitúrico
3. GLUTETIMIDA		2-etil-2-fenilglutarimida
4. PENTOBARBITAL		ácido 5-etil-5-(1-metilbutil) barbitúrico
5. SECOBARBITAL		ácido 5-alil-5-(1-metilbutil) barbitúrico



## SUSTANCIAS DE LA LISTA IV

<u>DCI</u>	<u>Otras denominaciones comunes o triviales</u>	<u>Denominación química</u>
1. ANFEPRAMONA		2-(dietilamino) propiofenona
2. BARBITAL		ácido 5,5-dietilbarbitúrico
3.	etclorvinol	etil-2-cloroviniletinilcarbinol
4. ETINAMATO		carbamato de 1-etinilciclohexanol
5. MEPROBAMATO		dicarbamato de 2-metil-2-propil-1,3-propanodiol
6. METACUALONA		2-metil-3- <i>o</i> -tolil-4(3H)-quinazolinona
7. METHILFENOBARBITAL		ácido 5-etil-1-metil-5-fenilbarbitúrico
8. METIPRILONA		3,3-dietil-5-metil-2,4-piperidinodiona
9. FENOBARBITAL		ácido 5-etil-5-fenilbarbitúrico
10. PIPRADROL		1,1-difenil-1-(2-piperidil)metanol
11.	SPA	(-)-1-dimetilamino-1,2-difeniletano

LISTES DES SUBSTANCES FIGURANT AUX TABLEAUX<sup>\*/</sup>

## LISTE DES SUBSTANCES FIGURANT AU TABLEAU I

<u>DCI</u>	<u>Autres noms communs vulgaires</u>	<u>Désignation chimique</u>
1.	DET	N,N-diéthyltryptamine
2.	DMHP	hydroxy-1 (diméthyl-1,2 heptyl)-3 tétrahydro-7,8,9,10 triméthyl-6,6,9 6H-dibenzo [b,d] pyranne
3.	DMT	N,N-diméthyltryptamine
4.	(+)-LYSERGIDE LSD, LSD-25	(+)-N,N-diéthyllysergamide (diéthyl- amide de l'acide dextro-lysergique)
5.	mescaline	triméthoxy-3,4,5 phénéthylamine
6.	parahehyl	hydroxy-1 n-hexyl-3 tétrahydro-7,8,9,10 triméthyl-6,6,9 6H-dibenzo [b,d] pyranne
7.	psilocine, psilotsin	(diméthylamino-2 éthyl)-3 hydroxy-4 indol
8.	PSILOCYBINE	dihydrogénophosphate de (diméthyl- amino-2 éthyl)-3 indolyle-4
9.	STP, DOM	amino-2 (diméthoxy-2,5 méthyl-4) phényl-1 propane
10.	tétrahydrocannabinols, tous les isomères	hydroxy-1 pentyl-3 tétrahydro-6a, 7, 10, 10a triméthyl-6,6,9 6H-dibenzo [b,d] pyranne

<sup>\*/</sup> Les noms figurant en majuscules dans la colonne de gauche sont des Dénominations communes internationales (DCI). A l'exception du (+)-LYSERGIDE, les autres dénominations ou noms communs ne sont indiqués que si aucune DCI n'a encore été proposée.

## LISTE DES SUBSTANCES FIGURANT AU TABLEAU II

	<u>DCI</u>	<u>Autres noms communs ou vulgaires</u>	<u>Désignation chimique</u>
1.	AMPHETAMINE		(±)-amino-2 phényl-1 propane
2.	DEXAMPHETAMINE		(+)-amino-2 phényl-1 propane
3.	METHAMPHETAMINE		(+)-méthylamino-2 phényl-1 propane
4.	METHYLPHENIDATE		phényl-2 (pipéridyl-2)-2 acétate de méthyle
5.	PHENCYCLIDINE		(phényl-1 cyclohexyl)-1 pipéridine
6.	PHENMETRAZINE		méthyl-3 phényl-2 morpholine

## LISTE DES SUBSTANCES FIGURANT AU TABLEAU III

	<u>DCI</u>	<u>Autres noms communs ou vulgaires</u>	<u>Désignation chimique</u>
1.	AMOBARBITAL		acide éthyl-5 (méthyl-3 butyl)-5 barbiturique
2.	CYCLOBARBITAL		acide (cyclohexène-1 yl-1) - 5 éthyl-5 barbiturique
3.	GLUTETHIMIDE		éthyl-2 phényl-2 glutarimide
4.	PENTOBARBITAL		acide éthyl-5 (méthyl-1 butyl)-5 barbiturique
5.	SECOBARBITAL		acide allyl-5 (méthyl-1 butyl)-5 barbiturique



## LISTE DES SUBSTANCES FIGURANT AU TABLEAU IV

<u>DCI</u>	<u>Autres noms communs ou vulgaires</u>	<u>Désignation chimique</u>
1. AMFEPRAMONE		(diéthylamino)-2 phényl-1 propione
2. BARBITAL		acide diéthyl-5,5 barbiturique
3.	éthchlorvynol	éthylchlorovinyl-2 éthylnylcarbinol
4. ETHINAMATE		carbamate d'éthynyl-1 cyclohexyle
5. MEPROBAMATE		dicarbamate de méthyl-2 propyl-2 propanédiol-1,3
6. METHAQUALONE		méthyl-2 o-tolyl-3 3H-quinazolinone-4
7. METHYLPHENOBARBITAL		acide éthyl-5 méthyl-1 phényl-5 barbiturique
8. METHYPRYLONE		diéthyl-3,3 méthyl-5 pipéridinedione-2,4
9. PHENOBARBITAL		acide éthyl-5 phényl-5 barbiturique
10. PIPRADOL		diphényl-1,1 (pipéridyl-2)-1 méthanol
11.	SPA	(-)-diméthylamino-1 diphényl-1,2 éthane

## ПЕРЕЧЕНЬ ВЕЩЕСТВ, ВКЛЮЧЕННЫХ В СПИСКИ\*

## ПЕРЕЧЕНЬ ВЕЩЕСТВ, ВКЛЮЧЕННЫХ В СПИСОК I

<u>МНН</u>	<u>Другие незарегистрированные или ненаучные названия</u>	<u>Химическое название</u>
1.	ДЭТ (DET)	N,N -диэтилтриптамин
2.	ДМПГ (DMHP)	3-(1,2-диметилгептил)-1-гидрокси-7,8,9,10-тетрагидро-6,6,9-триметил-6H-дibenzo $\int^{b,d}$ пиран
3.	ДМТ (DMT)	N,N-диметилтриптамин
4. (+)-ЛИЗЕРГИД	ЛСД, ЛСД-25 (LSD)	(+)-N,N-диэтиллизергамид (диэтиламид д-лизергиновой кислоты)
5.	мескалин	3,4,5-триметоксифенетиламин
6.	парагексил	3-гексил-1-гидрокси-7,8,9,10-тетрагидро-6,6,9-триметил-6H-дibenzo $\int^{b,d}$ пиран
7.	псилоцин, псилотсин	3-(2-диметиламиноэтил)-4-гидрокси-индол
8. ПСИЛОЦИБИН		3-(2-диметиламиноэтил)индол-4-ил дигидрофосфат
9.	СТП, ДОМ (STP, DOM)	2-амино-1-(2,5-диметокси-4-метил)фенилпропан
10.	тетрагидро- каннабинолы, все изомеры	1-гидрокси-3-пентил-6a,7,10,10a-тетрагидро-6,6,9-триметил-6H-дibenzo $\int^{b,d}$ пиран

\* Названия, напечатанные заглавными буквами в левой колонке, являются международными незарегистрированными названиями (МНН). За одним исключением ((+)-ЛИЗЕРГИД), другие незарегистрированные или ненаучные названия даются лишь в тех случаях, когда еще не было предложено международного незарегистрированного названия.

## ПЕРЕЧЕНЬ ВЕЩЕСТВ, ВКЛЮЧЕННЫХ В СПИСОК II

<u>МНН</u>	<u>Другие</u> <u>незарегистрированные</u> <u>или ненаучные</u> <u>названия</u>	<u>Химическое название</u>
1. АМФЕТАМИН		(+)-2-амино-1-фенилпропан
2. ЛЕКСАМФЕТАМИН		(+)-2-амино-1-фенилпропан
3. МЕТАМФЕТАМИН		(+)-2-метиламино-1-фенилпропан
4. МЕТИЛФЕНИДАТ		метиловый эфир 2-фенил-2-(2-пиперидил)- уксусной кислоты
5. ФЕНИЦИКЛИДИН		1-(1-фенилциклогексил)пиперидин
6. ФЕНМЕТРАЗИН		3-метил-2-фенилморфолин

## ПЕРЕЧЕНЬ ВЕЩЕСТВ, ВКЛЮЧЕННЫХ В СПИСОК III

<u>МНН</u>	<u>Другие</u> <u>незарегистрированные</u> <u>или ненаучные</u> <u>названия</u>	<u>Химическое название</u>
1. АМОБАРЕБИТАЛ		5-этил-5-(3-метилбутил) барбитуровая кислота
2. ЦИКЛОБАРЕБИТАЛ		5-(1-циклогексен-1-ил)-5- этилбарбитуровая кислота
3. ГЛУТЕТИМИД		2-этил-2-фенилглутаримид
4. ПЕНТОБАРЕБИТАЛ		5-этил-5-(1-метилбутил) барбитуровая кислота
5. СЕКОБАРЕБИТАЛ		5-аллил-5-(1-метилбутил) барбитуровая кислота



## ПЕРЕЧЕНЬ ВЕЩЕСТВ, ВКЛЮЧЕННЫХ В СПИСОК IV

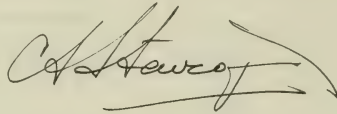
<u>МНН</u>	<u>Другие</u> <u>незарегистрированные</u> <u>или ненаучные</u> <u>названия</u>	<u>Химические названия</u>
1. АМФЕПРАМОН		2-(диэтиламино)пропиофенон
2. БАРБИТАЛ		5,5-диэтилбарбитуровая кислота
3.	этихлорвинол	этил-2-хлорвинилэтинил- карбинол
4. ЭТИНАМАТ		1-этинилциклогексанокарбамат
5. МЕПРОБАМАТ		2-метил-2-пропил-1,3- пропандиол-дикарбамат
6. МЕТАКВАЛОН		2-метил-3-о-толил-4(3H)- квиназолинон
7. МЕТИЛФЕНОБАРБИТАЛ		5-этил-1-метил-5- фенилбарбитуровая кислота
8. МЕТИПРИЛОН		3,3-диэтил-5-метил-2,4- пиперидин-дион
9. ФЕНОБАРБИТАЛ		5-этил-5-фенилбарбитуровая кислота
10. ПИПРАДРОЛ		1,1-дифенил-1-(2-пиперидил) метанол
11.	СПА (SPA)	(-)-1-диметиламино-1,2- дифенилэтан

I hereby certify that the foregoing text is a true copy of the Convention on Psychotropic Substances, done at Vienna, Austria, on 21 February 1971, the original of which is deposited with the Secretary-General of the United Nations.

Je certifie que le texte qui précède est une copie conforme de la Convention sur les substances psychotropes, faite à Vienne (Autriche), le 21 février 1971, dont l'original se trouve déposé auprès du Secrétaire général de l'Organisation des Nations Unies.

*For the Secretary-General:*  
*The Legal Counsel*

*Pour le Secrétaire général:*  
*Le Conseiller juridique*



United Nations, New York,  
12 January 1973

Organisation des Nations Unies, New York,  
12 janvier 1973

## **TUNISIA**

### **Agricultural Commodities**

***Agreement signed at Tunis March 2, 1979;  
Entered into force March 2, 1979.***

AGREEMENT BETWEEN THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF TUNISIA  
FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER  
PUBLIC LAW 480 TITLE I <sup>[1]</sup> PROGRAM

The Government of the United States and the Government of Tunisia agree to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the Title I Agreement signed on June 7, 1976, <sup>[2]</sup> together with the following Part II:

Part II - Particular Provisions:

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat/Wheat Flour (Grain Basis)	1979	60,000	Dollars \$8,9
Corn/Sorghums	1979	30,000	Dollars <u>\$3.1</u>

Total Dollars \$12,0

Item II. Payment Terms: Dollar Credit (20 years)

1. Initial Payment - 20 percent.
2. Currency Use Payment - None.
3. Number of Installment Payments - 19.
4. Amount of Each Installment Payment - Approximately equal annual amounts.
5. Due Date of First Installment Payment - Two years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate - Two percent.
7. Continuing Interest Rate - Three percent.

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

<sup>2</sup> TIAS 8506; 28 UST 1234.



## Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Wheat/Wheat Flour (Grain Equivalent Basis)	1979	246,000
Feedgrains	1979	41,000

## Item IV. Export Limitations:

A. The export limitation period shall be U. S. Fiscal Year 1979 or any subsequent U. S. Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. For the purpose of Part I, Article III A(4) of the Agreement, the commodities which may not be exported are: For Wheat/Wheat Flour -- wheat, wheat flour, rolled wheat, semolina, farina, bulgur (or the same product under a different name); for Feedgrains -- corn, sorghums, barley, oats, and rye, including mixed feed containing such grains.

## Item V. Self-Help Measures:

A. In accordance with Part I, Article II C., Para B below describes the program that the Government of Tunisia is undertaking to improve its production, storage and distribution of agricultural commodities. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Tunisia agrees to:

1. Increase the income and meet the basic needs of the rural poor in central Tunisia through support for the Central Tunisia Rural Development Program, such as:

- A. Dryland applied research conducted by the Le Kef Institute for the Central Tunisia Development Authority;
- B. Extension services and supervised credit for surface well irrigated farms and dryland fruit tree farms;
- C. Potable water development and health/nutrition education.

2. Improve agricultural production and marketing through the support of:

- A. Agricultural credit to small farmers;
- B. Extension activities of the Livestock Regional Offices of the Ministry of Agriculture;
- C. Increase the storage capacity of Tunisia for wheat, potatoes, and poultry products.

3. Improve the nutritional status of rural poor through the support of:

- A. "Comité National De Solidarité Sociale" infrastructure for preschool children programs, including dietary and mother-and-child welfare programs;
- B. School lunch programs;
- C. Rural program to establish vegetable gardens for primary schools.

Item VI. Economic development purposes for which proceeds accruing to importing country are to be used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the Self-Help Measures listed in Item V and for Family Planning with priority emphasis placed upon fulfilling requirements mutually agreed upon for Central Tunisia Rural Development and Agricultural Credit Activities.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE AT TUNIS, this second day of March, 1979, in two original copies in the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

*Barrington King*

BARRINGTON KING  
CHARGE D'AFFAIRES AD INTERIM  
EMBASSY OF THE UNITED STATES OF  
AMERICA AT TUNIS

FOR THE GOVERNMENT OF  
TUNISIA

*I. Khelil*

ISMAIL KHELIL  
DIRECTOR GENERAL OF  
INTERNATIONAL COOPERATION

[SEAL]



ACCORD CONCLU ENTRE LE  
LE GOUVERNEMENT DE LA REPUBLIQUE TUNISIENNE

ET LE

GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE  
EN VUE DE LA VENTE DE PRODUITS AGRICOLES

Le Gouvernement de la République Tunisienne et le Gouvernement des Etats-Unis d'Amérique conviennent de la vente des produits agricoles ci-dessous mentionnés. Cet Accord consiste en un préambule, les parties I et III de l'Accord relatif au Titre I de P.L. 480 signé le 7 Juin 1976, ainsi que la partie II ci-après.

IIème PARTIE - DISPOSITIONS PARTICULIERES

Art. I - Tableau des Produits

Produits	Période de livraison (Année Fiscale Améri- caine)	Quantité Maximale approximative (Tonnes Métriques)	Valeur Maximale sur le marché d'exportation (Millions de Dollars)
Blé/Farine de Blé (Sous forme de grains)	1979	60.000	\$ 8,9
Mais/Sorgho	1979	30.000	\$ 3,1
		Total/Dollars	12,0

Art. II - Modalités de Paiement : Crédit en Dollars (20 ans)

1. Paiement initial : 20 pour cent.
2. Paiement Pour l'utilisation du pays  
exportateur : néant.
3. Nombre de versements : 19.
4. Montant de chaque versement : en tranches  
annuelles à peu près égales.
5. Date d'échéance du premier versement :  
deux ans après la date de la dernière  
livraison pour chaque année civile.



6. Taux d'intérêt du paiement initial : 2 pour cent.

7. Taux d'intérêt des autres paiements : 3 pour cent.

Art. III - Tableau des Achats Commerciaux Habituels

Produits	Période d'Importation (Année Fiscale Américaine)	Achats Commerciaux Habituels Requis (Tonnes Métriques)
Blé/Farine de Blé (sur une base équivalente aux grains)	1979	246.000
Céréales pour Nourriture de Bétail	1979	41.000

Art. IV - Limitation des Exportations

A. La période limite des exportations sera l'année fiscale Américaine 1979 ou toute l'année fiscale Américaine subséquente durant laquelle les produits financés dans le cadre de cet accord seront importés ou utilisés.

B. Aux fins de l'Article III A4 de la Partie I de l'Accord, les produits non exportables sont : pour le blé/Farine de Blé — Blé, farine de blé, flocons de blé, semoule, farine, bulgur (ou le même produit différemment nommé) ; pour les Céréales pour Nourriture de Bétail — maïs, grains de sorgho, orge, avoine, sègle, y compris aliments composés contenant ces mêmes grains.

Art. V — Mesures d'Auto-Assistance

A. Conformément à la partie I, Article II C., le paragraphe B ci-dessous décrit le programme que le gouvernement Tunisien est entrain d'entreprendre afin d'améliorer la production, l'emmagasiner et la distribution des denrées agricoles. En mettant à exécution ces mesures d'auto-assistance on mettra l'accent sur une contribution directe au progrès du développement dans les zones rurales pauvres et sur la possibilité donnée aux pauvres de participer activement à l'accroissement de la production agricole à travers l'agriculture des petites fermes.

E. Le Gouvernement Tunisien convient de :

1. Augmenter le revenu et satisfaire les besoins de base des populations, déshéritées en Tunisie Centrale en soutenant le programme de développement rural de la Tunisie Centrale, tels que :
  - a. des recherches appliquées sur les cultures en terres arides entreprises par l'institut du Kef pour l'Office de Développement de la Tunisie Centrale.
  - b. des services de vulgarisation et de crédit supervisé pour les exploitations irriguées à partir des puits de surface et pour les exploitations de cultures fruitières en terres arides.
  - c. aménagement de réseaux d'eau potable et éducation sanitaire et nutritionnelle.
2. Améliorer la production et la commercialisation agricoles en soutenant :
  - a. l'octroi de crédits agricoles aux petits agriculteurs.
  - b. les activités de vulgarisation des services régionaux d'élevage du Ministère de l'Agriculture.
  - c. l'augmentation de la capacité de stockage en Tunisie pour le blé, les pommes de terre et les produits avicoles.
3. Améliorer la situation nutritionnelle des populations rurales déshéritées en soutenant :
  - a. l'infrastructure du Comité National de Solidarité Sociale pour les programmes des enfants d'âge pre-scolaire, y compris les programmes alimentaires et de protection maternelle et infantile.
  - b. les programmes des cantines scolaires.
  - c. le programme rural visant à créer des jardins potagers pour les écoles primaires.

Art. VI - Buts de Développement Economique auxquels doit être affecté le Montant des Ventes revenant au pays importateur

A. Le produit des ventes des marchandises, financées dans le cadre de cet Accord revenant au pays importateur, servira pour le financement des mesures d'auto-assistance énoncées dans l'Art. V et pour le planning familial en mettant avant tout l'accent sur les conditions à remplir,

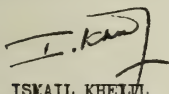
mutuellement consenties pour le développement rural de la Tunisie Centrale et les activités de crédit agricole.

B. Dans l'utilisation du produit des ventes aux fins précitées, l'accent sera mis tout particulièrement sur l'amélioration directe des conditions de vie des populations les plus pauvres dans le pays bénéficiaires et de leur capacité à prendre part au développement de leur pays.

EN FOI DE QUOI, les représentants soussignés, dûment autorisés à cet effet, ont signé le présent accord.

Fait à Tunis, le Vendredi 2 Mars 1979, en deux exemplaires originaux en langue anglaise et en langue française, les deux textes faisant également foi.

POUR LE GOUVERNEMENT DE LA  
REPUBLIQUE TUNISIENNE



ISMAIL KHELIL  
DIRECTEUR GENERAL DE LA  
COOPERATION INTERNATIONALE

POUR LE GOUVERNEMENT DES  
ETATS-UNIS D'AMERIQUE



BARRINGTON KING  
CHARGE D'AFFAIRES AD INTERIM  
DES ETATS-UNIS D'AMERIQUE A TUNIS

[SEAL]



## TUNISIA

### Agricultural Commodities

*Agreement signed at Tunis February 3, 1978;  
Entered into force February 3, 1978.*



AGREEMENT BETWEEN THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF TUNISIA  
FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER  
THE P.L. 480 TITLE I<sup>[1]</sup> PROGRAM

The Government of the United States and the Government of Tunisia agree to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the Title I Agreement signed on June 7, 1976,<sup>[2]</sup> together with the following Part II:

Part II - Particular Provisions:

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat/Wheat Flour (Grain Basis)	1978	80,000	Dollars 3.8
Corn/Sorghums	1978	25,000	<u>2.4</u>
			Total Dollars 11.2

Item II. Payment Terms: Dollar Credit (20 Years)

1. Initial Payment - 20 percent.
2. Currency Use Payment - None.
3. Number of Installment Payments - 19.
4. Amount of Each Installment Payment - Approximately equal annual amounts.
5. Due Date of First Installment Payment - Two years after date of last delivery of commodities in each calendar year.

<sup>1</sup> 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

<sup>2</sup> TIAS 8506; 28 UST 1234.

6. Initial Interest Rate - Two percent.
7. Continuing Interest Rate - Three percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Wheat/Wheat Flour (Grain Equivalent Basis)	1978	200,000
Feedgrains	1978	36,000

Item IV. Export Limitations:

- A. The export limitation period shall be U.S. Fiscal Year 1978 or any subsequent U.S. Fiscal Year during which commodities financed under this Agreement are being imported or utilized.
- B. For the purpose of Part I, Article III A(4) of the Agreement, the commodities which may not be exported are: For Wheat/Wheat Flour -- wheat, wheat flour, rolled wheat, semolina, farina, bulgur (or the same product under a different name); for Feed-grains -- corn, grain sorghums, barley, oats, and rye, including mixed feed containing such grains.

Item V. Self-Help Measures:

- A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.
- B. The Government of Tunisia agrees to:
  1. Provide funding assistance in the following areas of agricultural production:
    - a) Research facilities and laboratories for "l'Institut des Grandes Cultures" at Kef.
    - b) Assisting the small farmers office which has recently

been created in the Ministry of Agriculture.

- c) Agricultural credit to small farmers (Tunisian Government local contribution to new project).
  - d) Strengthening capacity of livestock regional offices of Agricultural Ministry to supply extension services.
  - e) Distribution of seeds and help to small farmers and small herd owners in central and south Tunisia to counteract the effects of drought.
2. Provide funding for assistance in the following areas of Nutrition and Family Planning:
- a) "Comité National de Solidarité Sociale" infrastructure for pre-school, including Maternal Child Health feeding programs.
  - b) School Lunch Program.
  - c) Self-Help Program in rural areas for vegetable gardens for primary schools.
  - d) Improved delivery of Integrated Health and Family Planning Services which benefit the rural poor.
  - e) Introduction of nutritional concepts into national food production policy and programs, and assurance that nutrition-related activities are properly integrated into rural health services.

Item VI. Economic development purposes for which proceeds accruing to importing country are to be used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the Self-Help Measures set forth in the Item V. and for the agriculture sector described in the Government of Tunisia's Development Plan for the National Economy, for Family Planning and Nutrition Programs.

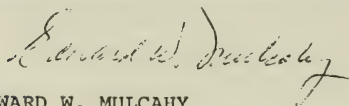
B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE AT TUNIS, this third day of February, 1978 in two original copies in the English and French languages, both texts being equally authentic.

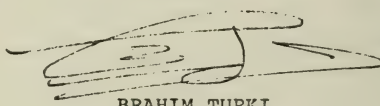
FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

EDWARD W. MULCAHY

A handwritten signature in dark ink, appearing to read "Edward W. Mulcahy", written over a horizontal line.

FOR THE GOVERNMENT OF  
TUNISIA

BRAHIM TURKI

A handwritten signature in dark ink, appearing to read "Brahim Turki", written over a horizontal line.



ACCORD CONCLU ENTRE LE  
GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

ET LE

GOUVERNEMENT DE LA REPUBLIQUE TUNISIENNE  
EN VUE DE LA VENTE DE PRODUITS AGRICOLES  
EN VERTU DU TITRE I DE LA P.L. 480

/\_e Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Tunisienne conviennent de la vente des produits agricoles ci-dessous mentionnés. Cet Accord consiste en un préambule, les parties I et III de l'Accord relatif au Titre I de la P.L. 480 signé le 7 Juin 1976, ainsi que la partie II ci-après :

IIème PARTIE - DISPOSITIONS PARTICULIERESArt. I - Tableau des Produits

Produits	Période de livraison (Année Fiscale Améri- caine)	Quantité Maximale approximative (Tonnes Métriques)	Valeur Maximale sur le marché d'exportation (Millions de Dollars)
Blé/Farine de Blé (sous forme de grains)	1978	80.000	\$ 8,8
Mais/Sorgho	1978	25.000	\$ 2,4
Total/Dollars			II,2

Art. II - Modalités de Paiement : Crédit en Dollars (20 ans)

1. Paiement initial : 20 pour cent.
2. Paiement pour l'utilisation du pays  
exportateur : néant.
3. Nombre de versements : 19.
4. Montant de chaque versement : en tranches  
annuelles à peu près égales.
5. Date d'échéance du premier versement :  
deux ans après la date de la dernière  
livraison pour chaque année civile.

6. Taux d'intérêt du paiement initial : 2 pour cent.

7. Taux d'intérêt des autres paiements : 3 pour cent.

Art. III - Tableau des Achats Commerciaux Habituels

Produits	Période d'Importation (Année Fiscale Américaine)	Achats Commerciaux Habituels Requis (Tonnes Métriques)
Blé/Farine de Blé (sur une base équivalente aux grains)	1978	200.000
Céréales pour Nourriture de Bétail	1978	36.000

Art. IV - Limitation des Exportations

A. La période limite des exportations sera l'année fiscale Américaine 1978 ou toute l'année fiscale Américaine subséquente durant laquelle les produits financés dans le cadre de cet accord seront importés ou utilisés.

B. Aux fins de l'Article III A4 de la Partie I de l'Accord, les produits non exportables sont : pour le Blé/Farine de Blé -- Blé, farine de blé, flocons de blé, semoule, farine, bulgur (ou le même produit différemment nommé) ; pour les Céréales pour Nourriture de Bétail -- maïs, grains de sorgho, orge, avoine, sègle, y compris aliments composés contenant ces mêmes grains.

Art. V - Mesures d'Auto-Assistance

A. Dans l'application de ces mesures d'auto-assistance, l'accent sera mis tout particulièrement sur la contribution directe au progrès du développement dans les zones rurales pauvres et sur la participation active des pauvres dans l'accroissement de la production agricole par le développement de l'agriculture de petites exploitations.

B. Le Gouvernement Tunisien convient de :

I. Fournir une aide financière dans les domaines suivants de la production agricole :

a) Les installations de recherches et les laboratoires de "l'Institut des Grandes Cultures" au Kef.

- b) Aider la Direction de l'Assistance aux Petits Exploitants, récemment créée au sein du Ministère de l'Agriculture.
  - c) Crédits Agricoles aux petits agriculteurs (contribution locale du Gouvernement Tunisien au nouveau projet).
  - d) Renforcer les moyens des offices régionaux d'élevage du Ministère de l'Agriculture afin d'assurer la vulgarisation agricole.
  - e) Distribution de semences et aide aux petits agriculteurs et aux petits éleveurs dans le centre et le sud tunisien pour qu'ils puissent faire face aux effets de la sécheresse.
- 2 - Fournir des fonds pour une assistance dans les domaines suivants de nutrition et de planning familial :
- a) " Comité National de Solidarité Sociale " - infrastructure pour les programmes pré-scolaires, y compris les Programmes Alimentaires d'Aide à la Mère et l'Enfant.
  - b) Le Programme des Cantines Scolaires
  - c) Programme d'auto-assistance dans les zones rurales pour la création de potagers pour les écoles primaires.
  - d) Améliorer les services intégrés de santé et de planning familial au profit des économiquement faibles dans les zones rurales.
  - e) Introduction de concepts nutritionnels dans la politique et les programmes nationaux de production alimentaire et l'assurance que les activités ayant trait à la nutrition soient convenablement intégrées dans les services de santé rurale.

Art. VI - Buts de développement économique auxquels doit être affecté le montant des ventes revenant au pays importateur

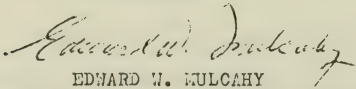
A. Le produit de ventes des marchandises, financées dans le cadre de cet Accord, revenant au pays importateur, servira pour le financement des mesures d'auto-assistance énoncées dans l'Art. V et pour le secteur agricole décrit dans le Plan Tunisien de Développement Économique, aux fins des programmes de Planning Familial et de Nutrition.

E. Dans l'utilisation du produit des ventes aux fins précitées, l'accent sera mis tout particulièrement sur l'amélioration directe des conditions de vie des populations les plus pauvres dans le pays bénéficiaire et de leur capacité à prendre part au développement de leur pays.

EN FOI DE QUOI, les représentants soussignés, dûment autorisés à cet effet, ont signé le présent accord.

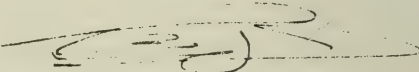
Fait à Tunis, le Vendredi 3 Février 1978, en deux exemplaires originaux, en langue anglaise et en langue française, les deux textes faisant également foi.

POUR LE GOUVERNEMENT DES ETATS-UNIS  
D'AMERIQUE

  
EDWARD W. MULCAHY  
AMBASSADEUR DES ETATS-UNIS D'AMERIQUE  
A TUNIS

POUR LE GOUVERNEMENT DE LA  
REPUBLIQUE TUNISIENNE

BRAHIM TURKI  
SECRETAIRE D'ETAT AU MINISTERE  
DES AFFAIRES ETRANGERES





## MULTILATERAL

### **Atomic Energy: Supply of Uranium Enrichment Services for Nuclear Power Facility in Yugoslavia**

*Agreement signed at Vienna June 14, 1974;*

*Entered into force June 14, 1974.*

*And amending agreement*

*Effected by exchanges of notes*

*Signed at Belgrade and Vienna February 26, 1980;*

*Entered into force February 26, 1980.*

## I. SUPPLY AGREEMENT

AGREEMENT FOR THE SUPPLY OF URANIUM ENRICHMENT  
SERVICES FOR A NUCLEAR POWER FACILITY IN THE  
SOCIALIST FEDERATIVE REPUBLIC OF YUGOSLAVIA

WHEREAS the Government of the Socialist Federative Republic of Yugoslavia (hereinafter called "Yugoslavia"), desiring to have constructed a nuclear power station consisting of a pressurized-water reactor with a rated generating capacity of 632 MW(e), has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing, among other things, the supply of uranium enrichment services for the reactor during its lifetime;

WHEREAS Yugoslavia desires to obtain such services from the United States Atomic Energy Commission (hereinafter called the "Commission");

WHEREAS the Commission is willing to provide such services through the Agency, pursuant to the Agreement for Co-operation between the Agency and the Government of the United States of America, as amended (hereinafter called the "Co-operation Agreement"), [2] [\*] and under the terms and conditions particularly set forth in a long-term, fixed-commitment contract (hereinafter called the "Long-Term Contract"), to be concluded between the Commission and Elektroprivreda Zagreb, Zagreb, and Savske Elektranje, Ljubljana (hereinafter jointly called the "Utility Group"); and

WHEREAS the Board of Governors of the Agency approved the project on 13 June 1974, and the Agency and Yugoslavia are this day concluding an agreement for the provision by the Agency of the assistance requested by Yugoslavia (hereinafter called the "Project Agreement") [3]; [\*\*]

NOW, THEREFORE, the Agency, the Commission acting on behalf of the Government of the United States of America, and the Federal Administration for International Scientific, Educational, Cultural and Technical Co-operation acting on behalf of Yugoslavia hereby agree as follows:

## ARTICLE I

Supply of Uranium Enrichment Services through Long-Term,  
Fixed-Commitment Contract

1. Subject to the provisions of the Co-operation Agreement, the Commission shall furnish to the Agency for Yugoslavia and the Utility Group shall purchase, during the period of this Agreement, certain uranium enrichment services in connection with the operation of the Nuclear Power Plant Krško, located near Krško in the Socialist Republic of Slovenia, and jointly owned and operated by the Utility Group.
2. The particular terms and conditions, including charges and advance payment, for the supply of such enrichment services shall be specified in the Long-Term Contract in implementation of this Agreement.

[2] Reproduced in document INFCIRC/5, part III, as amended by the agreement reproduced in document INFCIRC/5/Mod. 1.

[3] Part II of this document.

\*Signed May 11, 1959. TIAS 4291, 7852; 10 UST 1424; 25 UST 1199. [Footnote added by the Department of State.]

\*\*Not printed herein. [Footnote added by the Department of State.]

## ARTICLE II

Payment

It is recognized that in extending its assistance for the project the Agency is not hereunder providing any guarantees or assuming any financial responsibility in connection with the supply of enrichment services by the Commission to the Utility Group through the Agency and Yugoslavia.

## ARTICLE III

Delivery - Title

1. All arrangements for the export from the United States of America of material delivered by the Commission to the Utility Group for Yugoslavia shall be the responsibility of the Utility Group, provided that the Government of the United States of America shall take all appropriate steps to facilitate the issuance of any required licences or permits. Prior to the export of such material, Yugoslavia shall notify the Agency of the amount thereof and of the date and method of shipment. At such time as the material leaves the jurisdiction of the United States of America, title thereto shall pass from the Utility Group to Yugoslavia for the Agency and shall thereafter immediately and instantaneously pass back through Yugoslavia to the Utility Group.

2. All material delivered or returned to the Commission hereunder and pursuant to the provisions of the Long-Term Contract shall be delivered to the Commission, at the Commission facility or facilities to be designated by the Commission in accordance with the Long-Term Contract. Title to such material shall pass to the Commission upon delivery at such facility or facilities.

## ARTICLE IV

Responsibility

1. Neither the Government of the United States of America, nor the Commission, nor any person acting on behalf of the Commission shall bear any responsibility for the safe handling and the use of the material supplied pursuant to Article I.

2. Neither the Agency nor any person acting on its behalf shall at any time bear any responsibility towards Yugoslavia or any person claiming through Yugoslavia for the safe handling and the use of such material.

## ARTICLE V

Termination - Suspension - Amendment

1. In the event of termination or suspension of the Long-Term Contract as provided for thereunder, the Commission and the Utility Group through Yugoslavia shall jointly notify the Agency of the date on which such termination or suspension is effective. This Agreement shall be terminated or suspended as provided in such notice. It is agreed by the Agency and Yugoslavia that any such termination or suspension shall be without prejudice to the implementation of the rights and responsibilities of the Agency under the Project Agreement.

2. In the event the Long-Term Contract is amended as provided for thereunder, the Commission and the Utility Group through Yugoslavia shall, by a written notice to the Agency, notify the Agency of the proposed amendment or amendments. At the request of any party to this Agreement, the parties shall consult each other on corresponding amendments to this Agreement as appropriate.

#### ARTICLE VI

##### Settlement of Disputes

1. Any dispute arising out of the interpretation or application of this Agreement, which is not settled by negotiation or as may otherwise be agreed by the parties concerned, shall on the request of any party to this Agreement be submitted to an arbitral tribunal composed as follows:

- (a) If the dispute involves only two of the parties to this Agreement, all three parties agreeing that the third is not concerned, the two parties involved shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty (30) days of the request for arbitration either party has not designated an arbitrator, either party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty (30) days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected.
- (b) If the dispute involves all three parties to this Agreement, each party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision elect a fourth arbitrator, who shall be the Chairman, and a fifth arbitrator. If within thirty (30) days of the request for arbitration any party has not designated an arbitrator, any party may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if, within thirty (30) days of the designation or appointment of the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be established by the tribunal whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the parties, shall be final and binding on all parties. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice.

2. The provisions of this Article shall not apply to any dispute arising out of the interpretation or implementation of the Long-Term Contract.

#### ARTICLE VII

##### Entry into Force - Duration

This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of the Commission and of Yugoslavia in accordance with the constitutional requirements of Yugoslavia, and shall remain in force for the period of the Long-Term Contract or for a period of thirty three (33) years, whichever is greater, provided that the period of this Agreement shall in no event extend beyond the period during which the Co-operation Agreement is in force.



## ARTICLE VIII

Agreement for Co-operation

This Agreement, as well as the Long-Term Contract, shall be subject to and in accordance with the Co-operation Agreement, as it may be amended.

DONE in Vienna, on the fourteenth day of June 1974, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard Eklund

For the UNITED STATES ATOMIC ENERGY COMMISSION on behalf of the  
GOVERNMENT OF THE UNITED STATES OF AMERICA:

(signed) William O. Doub

For the FEDERAL ADMINISTRATION FOR INTERNATIONAL SCIENTIFIC,  
EDUCATIONAL, CULTURAL AND TECHNICAL CO-OPERATION  
on behalf of the GOVERNMENT OF THE SOCIALIST FEDERATIVE  
REPUBLIC OF YUGOSLAVIA:

(signed) Oto Denes

## [AMENDING AGREEMENT]

No. 15

The Embassy of the United States of America presents its compliments to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia and has the honor to refer to the "Supply Agreement" concluded on June 14, 1974 between the International Atomic Energy Agency and the Governments of the United States of America and the Socialist Federal Republic of Yugoslavia, the text of which is set forth in document INFCIRC/213 (Part 1), and to the corresponding "Project Agreement" concluded on the same date between the Agency and the Socialist Federal Republic of Yugoslavia.

While the aforementioned documents do not provide for the transfer of nuclear material other than nuclear fuel for the Krsko nuclear power plant, it is recognized that neutron detectors and possibly other instrumentation containing small quantities of nuclear material will also be required for safe operation of the plant. Accordingly, it is proposed that the "Supply Agreement" and "Project Agreement" be amended hereby to include the supply from the United States to Yugoslavia of up to one (1) gram of special nuclear material, including highly enriched uranium, contained in instrumentation for use at or in connection with the Krsko nuclear power plant. It is understood that any such instruments be used exclusively at the Krsko nuclear power plant and shall be provided to Yugoslavia in accordance with a contract between the utility group, as defined in the "Supply Agreement," and an appropriate entity in the United States.

The foregoing proposal has been made in identical terms to the Government of the Socialist Federal Republic of Yugoslavia and to the International Atomic Energy Agency. If the Government of the Socialist Federal Republic of Yugoslavia and the Agency concur, it is suggested that this note and the United States note to the Agency together with the replies in that sense by the Government of the Socialist Federal Republic of Yugoslavia and by the Agency be regarded as constituting an Amendment to the "Supply Agreement" and to the "Project Agreement" referred to above.

The Embassy of the United States of America avails itself of this opportunity to renew to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA  
BELGRADE, *February 26, 1980.*

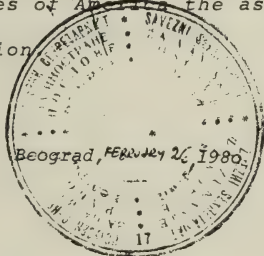
No.

411075

The Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note of FEBRUARY 26, 1980 which sets forth certain understandings providing for the transfer of up to one /1/ gram of special nuclear material, including highly enriched uranium, contained in instrumentation for use at or in connection with the Krško Nuclear Power Plant.

The Government of the Socialist Federal Republic of Yugoslavia takes this opportunity to confirm its concurrence in all the understandings set forth in the Embassy's Note of FEBRUARY 26, 1980.

The Federal Secretariat for Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration



The United States Mission presents its compliments to the Director General of the International Atomic Energy Agency and has the honor to refer to the "Supply Agreement" concluded on June 14, 1974 between the International Atomic Energy Agency and the Governments of the United States of America and the Socialist Federal Republic of Yugoslavia, the text of which is set forth in document INFCIRC/213 (Part I), and to the corresponding "Project Agreement" concluded on the same date between the Agency and the Socialist Federal Republic of Yugoslavia.

While the aforementioned documents do not provide for the transfer of nuclear material other than nuclear fuel for the KRSKO nuclear power plant, it is recognized that neutron detectors and possibly other instrumentation containing small quantities of nuclear material will also be required for safe operation of the plant. Accordingly, it is proposed that the "Supply Agreement" be amended hereby to include the supply from the United States to Yugoslavia of up to one (1) gram of special nuclear material, including highly enriched uranium, contained in instrumentation for use at or in connection with the KRSKO nuclear power plant.

The International Atomic Energy Agency

February 26, 1980



It is understood that any such instruments shall be used exclusively at the KRSKO nuclear power plant and shall be provided to Yugoslavia in accordance with a contract between the Utility Group, as defined in the Supply Agreement, and an appropriate entity in the United States.

The foregoing proposal has been made in identical terms to the Government of the Socialist Federal Republic of Yugoslavia and to the International Atomic Energy Agency. If the Government of the Socialist Federal Republic of Yugoslavia and the Agency concur, it is suggested that this note and the U.S. note to the Socialist Federal Republic of Yugoslavia together with the replies in that sense by the Government of the Socialist Federal Republic of Yugoslavia and by the Agency be regarded as constituting an amendment to the "Supply Agreement" and to the "Project Agreement" referred to above.

The United States Mission avails itself of this opportunity to renew to the Director General of the International Atomic Energy Agency the assurances of its highest consideration.





INTERNATIONAL ATOMIC ENERGY AGENCY  
AGENCE INTERNATIONALE DE L'ENERGIE ATOMIQUE  
МЕЖДУНАРОДНОЕ АГЕНТСТВО ПО АТОМНОЙ ЭНЕРГИИ  
ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA

WAGRAMERSTRASSE 5, P.O. BOX 100, A-1400 VIENNA, AUSTRIA, TELEX: 1-12645, CABLE: INATOM VIENNA, TELEPHONE: 2360

IN REPLY PLEASE REFER TO:  
PRIERE DE RAPPELER LA REFERENCE:

L/304 - YUG - 8

The Secretariat of the International Atomic Energy Agency presents its compliments to the Permanent Mission of the United States of America and has the honour to acknowledge receipt of the Mission's note of 26 February 1980, which sets forth certain understandings providing for the transfer of up to one (1) gram of special nuclear material, including highly enriched uranium, contained in instrumentation for use at or in connection with the Krsko Nuclear Power Plant.

After appropriate consultation with the Government of the Socialist Federal Republic of Yugoslavia, the Secretariat of the International Atomic Energy Agency takes this opportunity to confirm its concurrence in all the understandings set forth in the note from the United States Mission referred to above.

The Secretariat of the International Atomic Energy Agency avails itself of this opportunity to renew to the United States Mission the assurances of its highest consideration.

Vienna, 28 February 1980



Permanent Mission of the  
United States of America  
to the IAEA  
V i e n n a

**FEDERAL REPUBLIC OF GERMANY**

**Status of United States Forces: Educational Program**

*Administrative agreement effected by exchange of notes  
Dated at Bonn November 23 and December 28, 1979;  
Entered into force January 1, 1980.*

*The American Embassy to the German Ministry of Foreign Affairs*

No. 432

The Embassy of the United States of America presents its compliments to the Auswaertiges Amt of the Federal Republic of Germany and has the honor to refer to the following proposal with reference to paragraph 4 of Article 71 of the Supplementary Agreement to the NATO Status of Forces Agreement.<sup>[1]</sup>

In order to afford the members of the United States Forces credit, nondegree, producing academic instruction and military related skill training as well as an "English as a second language" course for those military personnel who have not had English as a primary language, the Government of the United States of America proposes to the Government of the Federal Republic of Germany that an administrative agreement under paragraph 4, Article 71 of the Supplementary Agreement to the NATO Status of Forces Agreement be concluded which shall have the following text:

1. The "Temple University, Philadelphia Pennsylvania" which provides educational opportunities for the members of the United States Forces stationed in the Federal Republic of Germany, will be accorded the same treatment as the organizations listed in paragraph 3 of the Section in the Protocol of Signature referring to Article 71 of the Supplementary Agreement to the NATO Status of Forces Agreement. The addition of this educational program, initiated

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<sup>1</sup> Signed Aug. 3, 1959. TIAS 5351; 14 UST 621.



at the request of United States Forces' personnel, has contributed to meeting the objectives of an all-volunteer military force. Educational institutions already receiving treatment as the organizations listed in paragraph 3 of the Section in the Protocol of Signature referring to Article 71 of the Supplementary Agreement to the NATO Status of Forces Agreement are unable to offer the mentioned programs in their curricula in terms which would be the best overall and most advantageous to the United States Government.

2. The organization specified in this note is necessary to meet the military requirements in the United States Forces stationed in the Federal Republic of Germany. It operates under the general direction and supervision of these Forces.

3. Subject to paragraph 6 of Article 71 of the Supplementary Agreement to the NATO Status of Forces Agreement, employees exclusively in the service of the "Temple University" shall be deemed to be, and treated as, members of the civilian component, and the dependents of such employees shall be deemed to be and treated as, dependents of such members.

4. The "Temple University" shall not be considered to be an integral part of the Forces within the meaning of paragraph 7, Article 41 of the Supplementary Agreement to the NATO Status of Forces Agreement, and for the purpose of the

settlement of damage claims shall not enjoy exemption from German jurisdiction. Vehicles operated by "Temple University" shall be deemed to be service vehicles within the meaning of subparagraph (C) to paragraph 2 and paragraph 11, Article XI and paragraph 4, Article XIII of the NATO Status of Forces Agreement.

5. The Embassy will inform the Auswaertiges Amt of the location in the Federal Republic of Germany of the offices of the "Temple University" as well as of the identity of those persons employed by that establishment.

6. The Administrative Agreement shall enter into force on the day after receipt by the United States Embassy of the reply note confirming agreement from the Auswaertiges Amt.<sup>[1]</sup>

If the Government of the Federal Republic of Germany agrees to the proposals listed under Numbers 1 - 6, the Embassy proposes that this Note and a Note confirming the agreement of the Federal Republic thereto shall constitute an Administrative Agreement within the meaning of paragraph 4 of Article 71 of the Supplementary Agreement to the NATO Status of Forces Agreement between the Government of the United States of America and the Government of the Federal Republic of Germany.

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<sup>1</sup> Jan. 1, 1980.

The Embassy of the United States of America  
avails itself of this opportunity to renew to the  
Auswaertiges Amt the assurances of its highest  
consideration.

Embassy of the United States of America

Bonn, November 23, 1979

*The German Ministry of Foreign Affairs to the American Embassy*  
AUSWARTIGES AMT

514-554.60/1

V e r b a l n o t e  
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Das Auswärtige Amt beehrt sich, den Empfang der Verbalnote der Botschaft der Vereinigten Staaten von Amerika Nr. 432 vom 23. November 1979 zu bestätigen, mit welcher die Regierung der Vereinigten Staaten von Amerika vorschlägt, ein Verwaltungsabkommen nach Artikel 71 Absatz 4 des Zusatzabkommens zum NATO-Truppenstatut zu schließen, das folgenden Wortlaut haben soll:

1. Der "Temple University", die den Mitgliedern der in der Bundesrepublik Deutschland stationierten Streitkräfte der Vereinigten Staaten von Amerika Bildungsmöglichkeiten bietet, wird dieselbe Behandlung gewährt werden wie den Organisationen, die in Absatz 3 des sich auf Artikel 71 des Zusatzabkommens zum NATO-Truppenstatut beziehenden Abschnitts des Unterzeichnungsprotokolls aufgeführt sind.

Die Hinzufügung dieses Bildungsprogramms, die auf Wunsch von Mitgliedern der amerikanischen Streitkräfte erfolgt, trägt dazu bei, die Aufgaben einer nur aus Freiwilligen bestehenden militärischen Streitmacht zu erfüllen. Bildungsanstalten, die bereits als Organisation <sup>en</sup> gemäß des einschlägigen Abschnitts des Absatzes 3 des Unterzeichnungsprotokolls zu Artikel 71 des Zusatzabkommens zum NATO-Truppenstatut behandelt werden, sind nicht in der Lage, die oben erwähnten Kurse in ihren Lehrprogrammen in solcher Art anzubieten, daß sie gleichzeitig den höchsten Ansprüchen entsprechen und am vorteilhaftesten für die

An die  
Botschaft der  
Vereinigten Staaten von Amerika  
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Regierung der Vereinigten Staaten von Amerika sein würden.

2. Die vorgenannte Organisation ist für die Befriedigung der militärischen Bedürfnisse der in der Bundesrepublik Deutschland stationierten amerikanischen Streitkräfte erforderlich. Sie arbeitet nach den Richtlinien der amerikanischen Truppe und untersteht deren Dienstaufsicht.

3. Die ausschließlich im Dienste der "Temple University" stehenden Angestellten sind, unbeschadet des Artikels 71 Absatz 6 des Zusatzabkommens zum NATO-Truppenstatut wie Mitglieder des zivilen Gefolges und die Angehörigen dieser Angestellten wie Angehörige von Mitgliedern des zivilen Gefolges anzusehen und zu behandeln.

4. Die "Temple University" gilt nicht als Bestandteil der Truppe im Sinne von Artikel 41 Absatz 7 des Zusatzabkommens zum NATO-Truppenstatut und ist in bezug auf die Abgeltung von Schäden nicht von der deutschen Gerichtsbarkeit befreit. Landfahrzeuge, die von ihr betrieben werden, werden als Dienstfahrzeuge im Sinne des Artikels XI Absatz 2 Buchstabe c und Absatz 11 sowie des Artikels XIII Absatz 4 des NATO-Truppenstatuts angesehen.

5. Die Botschaft wird dem Auswärtigen Amt die Orte in der Bundesrepublik Deutschland, in denen die Zweigstellen der "Temple University" ihren Sitz haben werden, sowie die Personalien der bei dieser Einrichtung beschäftigten Personen mitteilen.

6. Dieses Verwaltungsabkommen tritt am Tage nach dem Eingang der Antwortnote des Auswärtigen Amtes bei der Botschaft der Vereinigten Staaten von Amerika in Kraft.

Das Auswärtige Amt beehrt sich, der Botschaft der Vereinigten Staaten von Amerika mitzuteilen, daß sich die Regierung der Bundesrepublik Deutschland mit dem Vorschlag der Regierung der Vereinigten Staaten von Amerika einverstanden erklärt. Demgemäß bilden die Verbalnote der Botschaft der Vereinigten Staaten von Amerika Nr. 432 vom 23. November 1979 und diese Antwortnote ein Verwaltungsabkommen im Sinne des Artikels 71 Absatz 4 des Zusatzabkommens zum NATO-Truppenstatut zwischen der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika.

Das Auswärtige Amt benutzt diesen Anlaß, die Botschaft der Vereinigten Staaten von Amerika erneut seiner ausgezeichneten Hochachtung zu versichern.

Bonn, den 28. Dezember 1979



## TRANSLATION

MINISTRY OF FOREIGN AFFAIRS

514-554.60/1

Note Verbale

The Auswärtige Amt has the honor to acknowledge receipt of the note verbale of the Embassy of the United States of America No. 432 of November 23, 1979, in which the Government of the United States of America proposes that an administrative agreement under paragraph 4, Article 71 of the Supplementary Agreement to the NATO Status of Forces Agreement be concluded, which shall have the following text:

[For the English language text, see pp.784-787.]

The Auswärtige Amt has the honor to inform the Embassy of the United States of America that the Government of the Federal Republic of Germany accepts the proposal of the Government of the United States of America. Consequently, the note verbale of the Embassy of the United States of America No. 432 of November 23, 1979 and this reply shall constitute an administrative agreement under paragraph 4, of Article 71 of the Supplementary Agreement to the NATO Status of Forces Agreement between the Government of the Federal Republic of Germany and the Government of the United States of America.

The Auswärtige Amt avails itself of this occasion to renew to the Embassy of the United States of America the assurances of its very high consideration.

The Embassy of the  
United States of America

Bonn, December 28, 1979

[SEAL]

## DOMINICAN REPUBLIC

### Agricultural Commodities

*Agreement signed at Santo Domingo January 3, 1980;  
Entered into force January 3, 1980.  
With memorandum of understanding.*



AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES  
OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC  
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Dominican Republic agree to the sale of Agricultural Commodities specified below. This agreement shall consist of the preamble and parts I and III of the Agreement signed September 28, 1977, [<sup>1</sup>] together with the following part II:

PART II. PARTICULAR PROVISIONS

ITEM I. COMMODITY TABLE:

COMMODITY	SUPPLY PERIOD (UNITED STATES FISCAL YEAR)	APPROXIMATE MAXIMUM QUANTITY (ME- TRIC TONS)	MAXIMUM EX- PORT MARKET VALUE (MIL- LION)
Wheat/Wheat flour (Wheat Basis)	1980	40,000	US\$ 6.7
Corn/Sorghum	1980	36,000	4.3
Soybean/Cotton-seed oil	1980	5,000	4.0
TOTAL			US\$15.0

ITEM II. PAYMENT TERMS: DOLLAR CREDIT (DC)

- A. Initial Payment - None
- B. Currency Use Payment - None
- C. Number of Installment Payments - Nineteen (19)
- D. Amount of each installment payment - approximately equal annual amounts.
- E. Due date of First Installment Payment - Two (2) years after the date of last delivery of commodities in each calendar year.
- F. Initial interest rate - Two (2) percent.
- G. Continuing interest rate - Three (3) percent.

<sup>1</sup> TIAS 8944; 29 UST.

ITEM III. USUAL MARKETING TABLE

COMMODITY	IMPORT PERIOD (UNITED STATES FISCAL YEAR)	USUAL MARKETING REQUIREMENT
Wheat/Wheat Flour (Wheat basis)	1980	127,900 Metric Tons
Feed Grains	1980	73,000 Metric Tons
Edible Vegetable Oil and/or Bearing Seeds (Oil Equivalent Basis)	1980	33,200 Metric Tons of which at least 26,500 M. T. shall be imported from the United States

ITEM IV. EXPORT LIMITATIONS:A. EXPORT LIMITATION PERIOD:

The export limitation period shall be United States Fiscal Year 1980, or any subsequent United States Fiscal Year During which commodities financed under this agreement are being imported or utilized.

B. COMMODITIES TO WHICH EXPORT LIMITATIONS APPLY:

For the purposes of Part I, Article III-A (4) of this Agreement, the Commodities which may not be exported are: For wheat/Wheat Flour - Wheat, Wheat Flour, Rolled Wheat, Semolina, Farina, and Bulgur (or the same products under a different name); for Corn/Sorghum - Corn, Cornmeal, Barley, Grain Sorghum, Rye, Oats, and any other feed grains, including mixed feeds containing predominantly such grains, and for Soybean/cotton-seed oil - all edible vegetable oils, including peanut oil, soybean oil, cotton-seed oil, rapeseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil bearing seeds from which these oils are produced.

ITEM V. SELF-HELP MEASURES:

A. In implementing these self-help measures specific emphasis will be

placed on contributing directly to hurricane reconstruction efforts and development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Dominican Republic (GODR) agrees to undertake the following programs and in doing so to provide adequate financial, technical and managerial resources for their implementation;

1. Continue efforts to restore and expand food crop production with special emphasis on programs assisting small farmers to improve their agricultural productivity. As part of this effort, the GODR will:

a) Continue the activities and programs of the Agricultural Bank, working with U.S. A.I.D. and the Interamerican Development Bank, to increase the availability of credit for small farmers and farmer associations. Efforts will also be made to increase their access to farm inputs including seed, fertilizer, pesticides, and hand tools.

b) Expand and improve training programs and extension services for small farmers and farmer associations. Emphasis shall be placed on encouraging the adoption of high yielding varieties of food crops and modern cultivation and production techniques.

c) Implement programs to reconstruct and expand rural agricultural storage facilities with emphasis on reducing post-harvest spoilage and thereby improving income returns to small scale producers.

d) Continue efforts to reconstruct and upgrade the rural transportation network. Special emphasis shall be placed on construction programs to expand rural feeder roads.

e) Implement programs to reconstruct ponds, small dams, and small scale irrigation facilities and to upgrade existing facilities to

improve their operating efficiency. Efforts will be made to improve management of irrigation facilities, including providing training in water resource management to concerned officials.

f) Continue review of the operations of the Dominican Price Stabilization Institute (INESPRE) to insure that small-scale producers are benefiting to the maximum possible extent from price support programs.

2. Continue programs designed to eradicate african swine fever, including activities in pig eradication, farmer compensation, and repopulation.

3. Continue programs designed to assist home repair and reconstruction in the disaster areas.

4. Upgrade rudimentary health services offered to the rural poor population through the Secretariat of Health. Special emphasis will be placed on and budget support provided for:

- a) Inoculation against prevailing contagious diseases;
- b) Family Planning services;
- c) Reconstruction or repair of rural clinics and health posts;

5. Support programs in regional development and planning;

6. Support programs in rural education.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be programmed jointly by the Government of the Dominican Republic and the Agency for International Development and used for financing the self-help measures set forth



in Item V above, and other expenditures in the Agriculture and Public Health Sectors.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

ITEM VII. This Agreement is prepared in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English language version will control.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Santo Domingo, in duplicate, the 3rd. day of January, 1980.

FOR THE GOVERNMENT OF THE DOMINICAN  
REPUBLIC:

BY: \_\_\_\_\_

Antonio Guzmán

TITLE: President

DATE: January 3, 1980

FOR THE GOVERNMENT OF THE UNITED  
STATES OF AMERICA:

BY: \_\_\_\_\_

Robert L. Yost

TITLE: Ambassador

DATE: January 3, 1980

MEMORANDUM OF UNDERSTANDINGTO ESTABLISH THE OPERATIONAL PROCEDURES FOR THE USE OF THE  
PROCEEDS GENERATED UNDER THE PL-480 TITLE I <sup>[1]</sup> AGREEMENT OF 1980

Memorandum of Understanding dated January 3, 1980, between the Government of the Dominican Republic (Importing Country) and the United States of America (Exporting Country).

The purpose of this Memorandum is to set out the understandings between the Importing Country and the Exporting Country concerning the relationships and responsibilities of the different agencies of the Importing Country involved in the import and sale of commodities as well as in programming, use and control of the proceeds generated under the PL-480 Agreement executed on September 28, 1977, amended on this date (The Agreement) and executed together with this Memorandum of Understanding.

The Importing and Exporting Countries, therefore, agree to the following:

A. The Instituto Nacional de Estabilización de Precios (INESPRE) will deposit through Commercial Banks all proceeds from the sale or disposition of the commodities under this Agreement in the Special Peso Account established in the Central Bank of the Importing Country the next working day following the sale or disposition of the commodities but in no case later than 60 days after the arrival of the commodities to the Importing Country. Any extension of such period must be approved in writing by the parties to this Memorandum.

B. INESPRE will inform the Secretariat of State for Finance, the Central Bank and the Agency for International Development (A.I.D.) in writing of the arrival dates and the disposition of the commodities, and the dates of deposit

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

in the Central Bank through the Commercial Banks, of the proceeds from the sale of the commodities. This information will be in the form of a monthly report which will include but not be limited to the following documentation: bill of lading, consular invoice and supplier's invoice.

C. The Central Bank will inform the Secretariat of State for Finance, the Technical Secretariat of the Presidency of the Importing Country and A.I.D. of all deposits of the proceeds from the sale of commodities and will submit any financial information that A.I.D. might reasonably request.

D. 1. The Technical Secretariat of the Presidency of the Importing Country, jointly with A.I.D. will plan and program the use of the proceeds generated under the Agreement. Therefore, in accordance with the terms of Part II, Item VI of the Agreement, it is understood that the Technical Secretariat of the Presidency of the Importing Country will plan and program the use of the proceeds generated under the Agreement and will submit such plan and program for A.I.D. consideration and acceptance. Subsequently and prior to disbursement of the proceeds generated from the sale of the commodities, the Technical Secretariat of the Presidency will submit for A.I.D. acceptance, a detailed plan of each subproject to be financed with the proceeds generated under this Agreement.

2. In addition, by December 15 of each calendar year, the Technical Secretariat of the Presidency will furnish to A.I.D. a detailed report of the progress the Government of the Importing Country is making in carrying out the self-help measures described in Part II, Item V of this Agreement. The Technical Secretariat will also submit to A.I.D. quarterly compliance reports, end-of-project reports for each subproject, as well as any other reports that A.I.D. may reasonably request.

E. Once a subproject has been approved for financing under the Agreement, A.I.D. must give its consent to all disbursements for the project.

F. The Importing Country will:

1. Furnish A.I.D. such information and reports relating to this Agreement as A.I.D. may reasonably request.

2. Maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, books and records relating to this Agreement. Such Books and records will be audited regularly, in accordance with generally accepted auditing standards and maintained for three years after the date of arrival of the commodity, or after the last disbursement of proceeds by the Central Bank, whichever occurs later.

3. Afford authorized representatives of any party to this Memorandum of Understanding the opportunity at all reasonable times to inspect the project sites financed with the proceeds, and all books, records, and other documents relating to this Memorandum of Understanding and the Agreement.

G. To assist the Importing Country in the implementation of the Agreement, the Exporting Country may, from time to time, issue Operational Letters that will furnish additional information about matters stated in the Agreement and this Memorandum of Understanding. The parties may also use jointly agreed-upon Operational Letters to confirm and record their mutual understanding on aspects of the implementation of the Agreement. Operational Letters will not be used to amend the text of the Agreement, but can be used to record revisions or exceptions which are permitted by the Agreement.

H. At such intervals as any party might deem appropriate, but not less



than every six months, all parties involved in the Agreement and this Memorandum of Understanding will meet to review its accomplishments. This will include the review of the general program and the projects.

I. This Memorandum of Understanding forms an integral part of the Agreement.

J. This Memorandum of Understanding is written in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English language version will control. In any case, the Agreement and the Memorandum of Understanding will be signed in both languages.

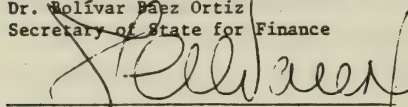
K. For all purposes relevant to this Memorandum the Importing Country will be represented by the individual holding or acting in the office of the Technical Secretariat of the Presidency and by the individual holding or acting in the office of the Secretary of State for Finance; INESPRES will be represented by the individual holding or acting in the office of the Director of INESPRES; and the Central Bank will be represented by the individual holding or acting in the office of the Governor of the Central Bank. The Exporting Country will be represented by the individual holding or acting in the Office of the Director, U.S.A.I.D. Mission to the Dominican Republic. Each representative named above, may designate additional representatives for all purposes related to this Memorandum of Understanding. The names of the representatives of the above Importing Country institutions, with specimen signature will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of the Agreement and this Memorandum, until receipt of written notice of revocation of their authority.

IN WITNESS WHEREOF, the undersigned each acting on behalf of its respective Agency, have caused this Memorandum to be signed in five (5) originals on this date of January 3, 1980.

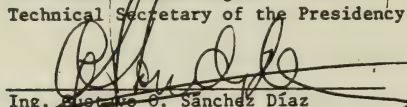
FOR THE GOVERNMENT OF THE DOMINICAN  
REPUBLIC:



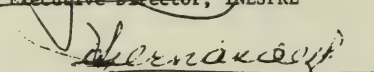
Dr. Bolívar Páez Ortiz  
Secretary of State for Finance



Dr. Jaime Alvarez Dugan  
Technical Secretary of the Presidency

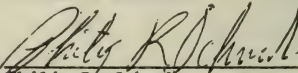


Ing. Ernesto O. Sánchez Díaz  
Executive Director, INESPRE



Lic. Eduardo Fernández P.  
Governor of the Central Bank

FOR THE GOVERNMENT OF THE UNITED  
STATES OF AMERICA:



Philip B. Schwab  
Director, U.S.A.I.D. Mission to  
the Dominican Republic

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICAY EL GOBIERNO DE LA REPUBLICA DOMINICANAPARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República Dominicana acuerdan la venta de los productos agrícolas especificados más abajo. Este Acuerdo consistirá del Preámbulo y Partes I y III del Acuerdo suscrito el 28 de septiembre de 1977, conjuntamente con la siguiente Parte II:

PARTE II - DISPOSICIONES ESPECIALESPunto I - Tabla de Productos

Producto	Período Entrega (Año Fiscal de los Estados Unidos)	Cantidad Máxima Aproximada (Toneladas Metr.)	Valor Máximo en Mercado de Exportación (Millones)
Trigo/Harina de Trigo (base de trigo)	1980	40,000	US\$ 6.7
Maíz/Sorgo	1980	36,000	4.3
Aceite de Soya/ Semilla de Algodón	1980	5,000	4.0
TOTAL			US\$15.0

Punto II - Condiciones de PagoCrédito en dólares (C.D.)

A. Pago Inicial	Ninguno
B. Pago en Fondos de Contrapartida	Ninguno
C. Número de Pagos a Plazos	Diez y nueve (19)
D. Cantidad de Cada Pago a Plazo	Aproximadamente iguales les cantidades anuales.

E. Fecha de Vencimiento del Primer Pago a Plazos	Dos (2) años a partir de la fecha de la última entrega de productos en cada año calendario.
F. Tasa Inicial de Interés	Dos (2) por ciento
G. Tasa Continúa de Interés	Tres (3) por ciento.

Punto III - Cuadro para Compras Normales en Mercados Comerciales

Producto	Período Entrega (Año Fiscal de los EE.UU.)	Requerimientos Normales de Mercadeo
Trigo/Harina de Trigo (Base de Trigo)	1980	127,900 toneladas métricas.
Granos para Alimentación de Animales	1980	73,000 toneladas métricas.
Aceite Vegetal Comestible y/o Semillas Portadoras de Aceite (Base equivalente de Aceite)	1980	33,200 toneladas métricas de las cuales por lo menos 26,500 toneladas métricas serán importadas desde los Estados Unidos.

Punto IV - Limitación de Exportación

A. Período de Limitación de Exportaciones

El período de limitación de exportaciones será el año fiscal 1980 de los Estados Unidos o cualquier año fiscal de los Estados Unidos subsiguiente en el cual los productos financiados bajo este Acuerdo estén siendo importados o utilizados.



B. Productos a los cuales se aplican las limitaciones de Exportación

Para los fines de la Parte I, Artículo III (A) (4) de este Acuerdo, los productos que no podrán ser exportados son: para Trigo/harina de trigo - trigo, harina de trigo, copo de trigo, semolina y fécula y "bulgur" (o los mismos productos bajo distintos nombres); para maíz/sorgo - maíz, harina de maíz, cebada, sorgo en grano, centeno, avena y cualquier otro grano para alimentación de animales, incluyendo alimentos mezclados conteniendo predominantemente tales granos; y para aceite de soya/semilla de algodón - todos los aceites vegetales comestibles, incluyendo aceite de maní, aceite de soya, aceite de semilla de algodón, aceite de semilla de nabo silvestre, aceite de semilla de girasol, aceite de ajonjolí y cualquier otro aceite vegetal comestible o semillas conteniendo aceite de donde dichos aceites se producen.

Punto V - Medidas de Ayuda Propia

A. Al llevar a cabo estas medidas de ayuda propia se pondrá especial énfasis en contribuir directamente a los esfuerzos dirigidos a la reconstrucción de los daños causados por el huracán y al progreso del desarrollo en las regiones rurales de escasos recursos y en hacer posible que las personas de escasos recursos participen activamente en el aumento de la producción agrícola a través de programas de pequeñas fincas.

B. El Gobierno de la República Dominicana (GODR) se compromete a llevar a cabo los siguientes programas y al hacer esto, a suministrar financiamiento adecuado, recursos técnicos y administrativos para su ejecución.

1. Continuar los esfuerzos para restaurar y aumentar la producción de cosechas de productos alimenticios, poniendo un énfasis especial en los programas para ayudar a los pequeños agricultores a aumentar su productividad agrícola. Como parte de este esfuerzo, el GODR cumplirá con:

a. Continuar con las actividades y programas del Banco Agrícola, colaborando con la U.S.A.I.D. y el Banco Interamericano de Desarrollo, para aumentar la disponibilidad de créditos a pequeños agricultores y asociaciones de agricultores. Los esfuerzos se harán para aumentar su acceso a insumos agrícolas, incluyendo semillas, fertilizantes, insecticidas y herramientas de mano.

b. Ampliar y mejorar los programas de adiestramiento y servicios de extensión a los pequeños agricultores y a las asociaciones de agricultores. Se le dará énfasis para incentivar la adopción de variedades de productos alimenticios de un alto rendimiento y técnicas modernas de cultivo y producción.

c. Desarrollar programas para reconstruir y ampliar las facilidades de almacenaje para los productos rurales agrícolas con énfasis en reducir daños a la cosecha después de recolectada y de tal modo, mejorar el ingreso de los pequeños agricultores.

d. Continuar los esfuerzos para reconstruir y mejorar la red de caminos rurales para aumentar los caminos vecinales. Se le dará énfasis especial a los programas de construcción para aumentar los caminos vecinales.

e. Desarrollar programas para reconstruir estanques, presas pequeñas y facilidades de irrigación a pequeña escala y a mejorar la calidad de las facilidades existentes para mejorar su eficiencia operativa. Se harán esfuerzos para mejorar la administración de facilidades de irrigación, incluyendo proveer entrenamiento en administración de fuentes de agua a los funcionarios concernientes.

f. Continuar revisando las operaciones del Instituto Nacional de Estabilización de Precios (INESPRE) para asegurarse que productores pequeños se beneficien hasta el máximo posible de los programas de apoyo de precios.

2. Continuar los programas designados a erradicar la Fiebre Porcina Africana, incluyendo actividades para la erradicación de los cerdos, compensación a los agricultores y repoblación.

3. Continuar los programas diseñados a ayudar en la reparación y reconstrucción de casas en las áreas de desastre.

4. Mejorar los servicios de salud rudimentarios que se ofrecen a la población rural pobre a través de la Secretaría de Salud. Se le dará un énfasis especial y se suministrará apoyo presupuestario para:

- a. Inmunizaciones contra enfermedades transmisibles endémicas;

- b. Servicios de Planificación Familiar; y
  - c. Reconstruir o reparar las clínicas rurales y puestos de salud.
5. Apoyar los programas regionales de desarrollo rural y de planificación.
6. Apoyar los programas en educación rural.

Punto VI - Propósitos de Desarrollo Económico para los cuales se utilizarán los Fondos provenientes de la Venta de los Productos del País Importador.

A. Los fondos acumulados por el País Importador mediante la venta de productos financiados bajo este Acuerdo serán programados conjuntamente por el Gobierno de la República Dominicana y la Agencia para el Desarrollo Internacional y utilizados para financiar las medidas de ayuda propia establecidas en el Punto V, más arriba y otros gastos en los Sectores Agrícola y de Salud.

B. Al usar los fondos para los propósitos, se pondrá especial énfasis en mejorar directamente las vidas de las personas de más escasos recursos del país y la capacidad de las mismas de participar en el desarrollo de su País.

Punto VII - Este Acuerdo está redactado en inglés y en español. En caso de ambigüedad o conflicto entre las dos versiones, la versión en inglés prevalecerá.



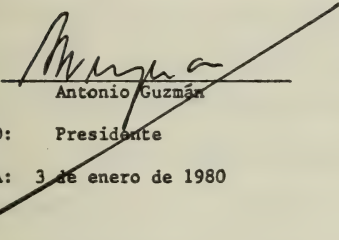
EN FE DE TODO LO CUAL, los respectivos representantes, debidamente autorizados al efecto, han firmado el presente Acuerdo.

HECHO en Santo Domingo, en duplicado, el día 3 del mes de enero de 1980.

POR EL GOBIERNO DE LA REPUBLICA  
DOMINICANA:

POR EL GOBIERNO DE LOS ESTADOS  
UNIDOS DE AMERICA:

POR:

  
Antonio Guzmán

CARGO: Presidente

FECHA: 3 de enero de 1980

POR:

  
Robert L. Yost

CARGO: Embajador

FECHA: 3 de enero de 1980

CARTA DE ENTENDIMIENTO PARA ESTABLECER LOS PROCEDIMIENTOS OPERACIONALES  
DEL ACUERDO PL-480 PARA USO DE LOS RECURSOS GENERADOS POR LA VENTA DE  
LOS PRODUCTOS IMPORTADOS

TITULO I, 1980

Carta de Entendimiento fechada el 3 de enero del 1980, entre los Gobiernos de la República Dominicana (País Importador) y de los Estados Unidos de América (País Exportador).

Los propósitos de esta Carta son establecer los entendimientos entre los Países Importador y Exportador, con referencia a las relaciones y responsabilidades de las diferentes agencias del País Importador envueltas en la importación y venta de los productos, así como en la programación, utilización y control de los recursos generados bajo el Acuerdo PL-480 suscrito en fecha Septiembre 28, 1977, enmendado en esta fecha (Acuerdo) y suscrito junto con esta Carta de Entendimiento.

Los Países Importador y Exportador, por lo tanto, acuerdan lo siguiente:

A. El Instituto Nacional de Estabilización de Precios (INESPRE) depositará, a través de los Bancos Comerciales, todos los recursos provenientes de la venta o disposición de los productos bajo este Acuerdo, en la cuenta especial en pesos establecida en el Banco Central del País Importador al siguiente día laborable de la venta o disposición de los productos pero, en ningún caso, después de los 60 días posteriores a la llegada de los productos al País Importador. Dicho plazo podrá ser prorrogado, previo acuerdo por escrito de los organismos involucrados en esta Carta de Entendimiento.

B. INESPRE informará a la Secretaría de Estado de Finanzas, al Banco Central y a la Agencia para el Desarrollo Internacional (AID), por escrito, la fecha de arribo y de disposición de los productos y la fecha de depósito en el Banco Central, a través de los Bancos Comerciales, de los recursos resultantes de la venta de los productos. Esta información se hará en forma de reporte mensual, el cual incluirá, pero no estará limitado, a la siguiente documentación: Conocimiento de Embarque, Factura Consular y Factura del Suplidor.

C. El Banco Central informará a la Secretaría de Estado de Finanzas y al Secretariado Técnico de la Presidencia del País Importador, y a la AID, de todos los depósitos de recursos provenientes de la venta de los productos y suministrará cualquier información financiera que la AID pueda razonablemente solicitar, relacionada con dichos recursos.

D. 1. El Secretariado Técnico de la Presidencia del País Importador, conjuntamente con la AID, planeará y programará el uso de los recursos generados bajo el Acuerdo. Por lo tanto, para los fines descritos en la Parte II del Punto VI del Acuerdo, se entiende que el Secretariado Técnico de la Presidencia del País Importador planeará y programará el uso de los recursos generados bajo el Acuerdo y los presentará a la consideración y aceptación de la AID. Posteriormente, y previo al desembolso de los recursos de la venta de los productos, el Secretariado Técnico de la Presidencia suministrará para la aceptación de la AID, un plan detallado de cada subproyecto a ser financiado con los recursos generados por el Acuerdo.

2. En adición a esto, para diciembre 15 de cada año calendario, el Secretariado Técnico de la Presidencia suministrará a la AID un reporte detallado del progreso que el Gobierno del País Importador está haciendo para

llevar a cabo las medidas de auto-ayuda descritas en la Parte II, Punto V del Acuerdo. El Secretariado Técnico también suministrará a la AID un reporte cuatrimestral del avance del programa, y reportes finales de cada subproyecto, así como cualquier otro reporte que la AID pueda razonablemente solicitar en este sentido.

E. Una vez que un subproyecto haya sido aceptado para financiamiento bajo el Acuerdo, la AID deberá dar su anuencia a todos los desembolsos para el proyecto.

F. El País Importador deberá además:

1. Suministrar a la AID la información y reportes relacionados con el Acuerdo, que la AID pueda razonablemente solicitar.

2. Mantener, o hacer que se mantengan, de conformidad con los principios contables generalmente aceptados o con las prácticas aplicadas consistentemente, libros y registros relacionados a este Acuerdo. Dichos libros y registros serán auditados regularmente, de conformidad con las normas de auditoría generalmente aceptadas y serán mantenidos por tres años después de la fecha de arribo de los productos o después del último desembolso de recursos por el Banco Central, cualquiera de ellos que ocurra más tarde.

3. Asimismo permitir a los representantes autorizados de cualquiera de las partes de esta Carta de Entendimiento, la oportunidad en todo momento razonable, de inspeccionar los lugares de los proyectos financiados con los recursos y todos los libros, registros y otros documentos relacionados con esta Carta de Entendimiento y el Acuerdo.

G. Para asistir al País Importador en la ejecución del Acuerdo, el País Exportador podría, de tiempo en tiempo, emitir cartas operacionales que suministrarán información adicional sobre asuntos indicados en el Acuerdo y esta



Carta de Entendimiento. Las partes podrían usar conjuntamente cartas operacionales convenidas previamente para confirmar y registrar su mutuo entendimiento sobre aspectos de ejecución del Acuerdo. Estas cartas operacionales no serán usadas para enmendar el texto del Acuerdo, pero podrían ser usadas para registrar revisiones o aceptaciones que son permitidas por el Acuerdo.

H. A los intervalos que cualquiera de las partes considere apropiados, pero no menos de cada 6 meses, todas las partes involucradas en el Acuerdo y en esta Carta de Entendimiento, se reunirán para revisar sus logros. Esto incluirá la revisión del programa general y los proyectos.

I. Esta Carta de Entendimiento forma parte integral del Acuerdo.

J. Esta Carta de Entendimiento ha sido escrita en ambos idiomas, inglés y español. En caso de ambigüedad o conflicto entre las dos versiones, la versión del idioma inglés prevalecerá. En todo caso, el Acuerdo y la Carta de Entendimiento serán firmados en ambos idiomas.

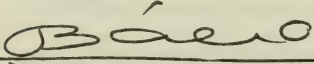
K. Para todos los propósitos relacionados con esta Carta de Entendimiento, el País Importador estará representado por las personas que desempeñen o actúen en los cargos de Secretario de Estado de Finanzas y del Secretariado Técnico de la Presidencia; el Instituto Nacional de Estabilización de Precios (INESPRE) será representado por la persona que se desempeñe o actúe en la Oficina del Director de INESPRE; y el Banco Central será representado por la persona que se desempeñe o actúe como Gobernador del Banco Central. El País Exportador será representado por el individuo que se desempeñe o actúe en la Oficina del Director de la USAID Misión en la República Dominicana. Cada una de las mencionadas autoridades, mediante notificación por escrito, podrá nombrar representantes adicionales para todos los fines relacionados con esta

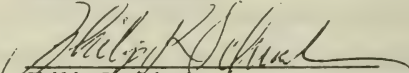
Carta de Entendimiento. Los nombres de los representantes de las instituciones del País Importador, arriba mencionadas, con el facsímil de sus firmas, serán suministrados a la AID, quien puede aceptar como debidamente autorizado cualquier documento firmado por dichos representantes en la ejecución del Acuerdo y esta Carta de Entendimiento, hasta que se reciba notificación por escrito de la revocación de su autoridad.

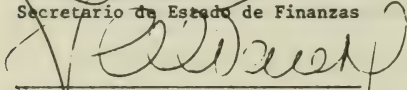
EN FE DE TODO LO CUAL, los abajo firmantes, cada cual actuando en nombre de su respectiva agencia, suscriben este Acuerdo firmado en cinco (5) originales, en fecha 3 de enero de 1980.

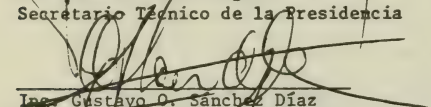
POR EL GOBIERNO DE LA REPUBLICA  
DOMINICANA:

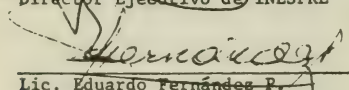
POR EL GOBIERNO DE LOS ESTADOS  
UNIDOS DE AMERICA:

  
Dr. Bolívar Báez Ortíz  
Secretario de Estado de Finanzas

  
Philip K. Schwab  
Director, Misión de la USAID en la  
República Dominicana

  
Dr. Jaime Alvarez Dugan  
Secretario Técnico de la Presidencia

  
Ing. Gustavo O. Sánchez Díaz  
Director Ejecutivo de INESPRE

  
Lic. Eduardo Fernández P.  
Gobernador del Banco Central

**SOCIALIST REPUBLIC OF ROMANIA**

**Scientific and Technological Cooperation**

***Memorandum of understanding signed at Bucharest  
February 27, 1979;  
Entered into force February 27, 1979.***

MEMORANDUM OF UNDERSTANDING  
ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION  
BETWEEN  
THE NATIONAL SCIENCE FOUNDATION  
OF THE UNITED STATES OF AMERICA  
AND  
THE NATIONAL COUNCIL  
FOR SCIENCE AND TECHNOLOGY  
OF THE SOCIALIST REPUBLIC OF ROMANIA

I. FOREWORD

Pursuant to Article III of the Agreement between the Government of the United States of America and the Government of the Socialist Republic of Romania on Cooperation and Exchanges in Cultural, Educational, Scientific and Technological Fields, signed at Bucharest, on December 13, 1974,<sup>[1]</sup> wherein the Governments encourage exchanges and cooperation in the fields of science, technology and health, the National Science Foundation (NSF) of the United States of America and the National Council for Science and Technology (NCST) of the Socialist Republic of Romania, hereinafter referred to as "the Parties," confirmed their recognition of the mutual benefit which results from the development of the scientific and technological relationships between the two countries, and agree to conduct between them the Program of Scientific and Technological Cooperation embodied in this Memorandum of Understanding (MOU).

II. PRINCIPLES

1. The aim of this Program is to encourage and foster cooperative scientific activities between the two countries; to exchange scientists, information, ideas, skills, and techniques on problems of mutual interest; and to utilize scientific facilities available to both countries.

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<sup>1</sup> TIAS 8006, 9307; 26 UST 34, 30 UST 1965.



2. The scope of the cooperation will cover all branches of science and technology, including basic and applied aspects of the natural sciences and mathematics, the engineering sciences, and the social sciences, but excluding topics in clinical medicine, business administration, and general education.

3. Nothing in this Memorandum shall affect existing or preclude future agreements and other arrangements between agencies or organizations of the two countries in the fields of science and technology.

### III. CONDUCT OF THE PROGRAM

1. The Parties to this Memorandum will be responsible jointly for direct transaction of all matters of Program policy and for the overall coordination of the Program.

2. To ensure maximum concordance, plans for projects will be formulated and developed by direct contact between interested scientists of the two countries, and each will submit his proposal or application to the Party in his country.

3. Each Party will share in the effort and the cost of each activity within the Program. This provision does not require, however, the precise matching of funds, personnel, or facilities in any given activity.

4. Obligations assumed by the Parties are subject to the availability of funds.

5. The Parties will seek to facilitate, through collaboration with the appropriate authorities, the granting of visas and other forms of official permission for entry to and exit from their respective national territories of personnel, equipment, and supplies required to carry out approved activities.

6. Scientific and technical information derived from activity under this MOU shall be made available to the international scientific community through customary channels and in accordance with normal scientific procedures. This provision shall be implemented with due regard for existing proprietary rights and existing or imminent patent rights as specified hereinafter.

7. This Article governs the allocation of rights to intellectual property for inventions conceived or first reduced to practice (applied for the first time) jointly or separately by collaborating participants of both countries during the course of an activity conducted under this Program. (Hereinafter referred to as "subject inventions" including copyrightable materials produced in the course of a joint project.)

a. The rights to subject inventions jointly or separately accomplished belong to both Parties. Each Party or its designee has the right to file a patent application in its own country. Each Party has a right to an irrevocable, royalty-free and nonexclusive license to practice the subject inventions of the other Party. This license shall include

authority to sublicense, but shall be confined to the right of the licensee Party to sublicense to its own citizens or commercial or nonprofit organizations that are organized within the territory of the licensee Party. Either Party or its designee may seek rights in third countries upon timely notification to the other Party, the notification to occur within one year after filing an application. All notifications shall include an offer to enter into separate understandings on the equitable sharing of third country costs and rights.

b. Neither Party shall discriminate against citizens or organizations of the country of the other Party in licensing or sublicensing rights in any subject invention or discovery under this Article. It is understood that the licensing policies and practices of each Party may be affected because of the rights of both Parties to grant licenses within a single jurisdiction. Accordingly, either Party may request, in regard to a single subject invention or discovery or class of subject inventions or discoveries, that the Parties consult in an effort to lessen or eliminate any detrimental effect that the parallel licensing authorities may have on the policies and practices of the Parties.

c. Where particular results derived from any activity under this Program may be subject to copyright protection, each Party may in accordance with its own laws and procedures hold or assign copyright in its own territory subject to an irrevocable, royalty-free and nonexclusive license to the other Party to publish, copy, translate and perform such results. Any such copyrighted work shall indicate the names of all persons who participated in the joint work. Either Party may seek rights in third countries upon timely written notification to the other Party.

d. Provision for rights to a subject invention or copyright by either Party in accordance with this Article does not entail conveyance of rights to any other invention or copyright, including any rights necessary to practice or use the rights provided for by this Article. The Parties pledge themselves to make their best efforts to mutually inform each other of any further improvements of any subject inventions.

e. Each Party agrees to take all necessary steps to cooperate and to assure that the other Party is able to obtain all rights provided for under this Article. This includes responsibility to take such steps as are necessary and timely to inform its participants of the terms of this Article and to assure compliance with its terms. The Parties may agree to special arrangements in writing in individual cases.



#### IV. ACTIVITIES OF THE PROGRAM

1. The Parties agree that the Program shall encourage and support exchange of scientists and cooperative scientific activities between scientists and scientific institutions of their respective countries. The Program shall consist of three elements: Joint Workshops or Seminars, short-term and long-term Scientific Visits, and Cooperative Research, as well as other activities which may from time to time be agreed between the Parties. Principal emphasis shall be given to Joint Workshops and Seminars.

a. Joint Workshops or Seminars will be research-oriented and usually focused on only one topic. They will be held alternatively in both countries, will normally be limited to approximately five to ten participants from each country, and will typically be three to five days in duration. Written proposals for workshops or seminars should be prepared jointly by scientists or institutions of each country and submitted to both Parties for approval.

b. Scientific Visits of short duration, usually one month or less, may be made by scientists of one country to the other to consult or plan cooperative activities and to offer lectures, seminars, and short courses. Scientific Visits of longer duration may be made for purposes of research, study, specialized training, or lecturing. A written application, outlining the purpose and other details of the intended

visit, will be prepared by the interested scientist and submitted to the Party in his country for evaluation and determination.

c. Projects of Cooperative Research or other cooperative scientific activity will be designed jointly by interested scientists of both countries. Written proposals, based on understandings reached between the cooperating scientists, will be submitted by the scientists' institutions to the appropriate national Party, NSF or NCST, for evaluation and determination. The proposal should include a description of the scientific project, the nature of the cooperative activities to be undertaken, a list of the principal participants with biographical and bibliographical data, a budget showing the expected costs, the proposed starting date, the proposed duration, and the number of visits from each country, with names of visitors and dates of visits. The proposal shall be submitted as far as possible in advance of the proposed starting date, but generally at least six months in advance. The Cooperative Research projects generated by Joint Workshops or Seminars will have priority over those proposed by individual scientists or institutions.

#### V. PROCEDURES

1. Scientists of either country may initiate correspondence or other communication with colleagues of the

other country to determine possible interest in developing cooperative activities. The NSF and NCST may assist in the identification of specialists of its own country who might have particular interests sought by the requesting scientists and institutions.

2. An application or proposal will be initiated by interested scientists as set forth in Section IV, and will be submitted by their institutions to the Parties in accordance with their established requirements and procedures. Initial acceptance on a specific project, activity, or set of activities will be transmitted by the respective institutions responsible for the conduct of the activity to the respective Party. This acceptance will entail a Cover Letter attached to the proposal. Each such Cover Letter will identify the proposed activity or program by title and names of principal scientists on both sides; specify the desired duration and starting date; estimate the required funds to be allocated by each side to the given activity or program for the period proposed, and list each country's visitors by names and dates for each visit. Each such Cover Letter will be signed by the principal investigators as well as the academic and administrative superiors of each respective institution. This signed Cover Letter and proposal will be submitted to both Parties for evaluation.

3. Each Party will evaluate the application, determine if funding is available, and exchange pertinent

information with the other Party with a view to reaching agreement on proposals and applications to be approved. Final agreement on a specific project, activity, or set of activities will be established by an exchange of letters between the Parties. The Parties agree to take all appropriate and necessary internal measures to achieve the fulfillment of the terms and conditions for each activity, as specified in the Cover Letter and proposal signed by the authorities of each institution and as formally agreed upon by the Parties.

4. Scientific Visits or visits related to other activities shall be effected within the scheduled time. If because of a vis major (e.g., illness, death) an originally scheduled visitor cannot make the visit, the Party of the visitor shall immediately inform the other Party in writing, giving the name of a substitute and reasons for the substitution. In such cases, the visit may be postponed for a period not to exceed one month. If the visit is not made within that period, the Party of the receiving side shall inform the Party of the sending side that the project is terminated.

5. Scientists and their institutions, to the extent that they shall have committed themselves by their proposals or applications and the signed Cover Letters, will be responsible for the performance of the approved activity, and for the proper use of funds as outlined in the proposal and approved by the Parties. The scientists of each side



will be responsible for reporting on the status and progress of their activity through regularly established channels in their country.

6. By mutual consent, the Parties may establish additional procedures and administrative arrangements as necessary.

#### VI. FINANCIAL PROVISIONS

1. For all activities under this Program, each side will support the basic costs for the performance of the activity within its own territory. This may include, for example, the salaries of its own scientists, technicians, and other support staff, and the costs of domestic travel, supplies, and equipment, including time charges for equipment use.

2. When an exchange of personnel takes place, the receiving side shall additionally provide, or meet the expenses of, the following needs of each foreign visitor: lodging, subsistence, domestic transportation connected with the visitor's scientific objective, and medical and hospital coverage in case of illness or accident within limits established in Annex I to this Agreement. Lodging to be provided by the receiving side shall be appropriate to the professional level of the visiting scientist and, as far as possible, to the needs of his accompanying dependents.

3. When an exchange of personnel takes place, the sending side shall provide or meet the expense of the salary and international travel of its own participants.

4. For Joint Workshops, Cooperative Research Projects, and similar activities, the sending side shall provide round-trip travel for its own participants to the air terminal nearest the place of the meeting or work in the receiving country. For scientific visits and similar activities, the sending side shall provide round-trip travel for its own participants to the capital of the receiving country, and the receiving side shall provide any further travel within its territory.

#### VII. FINAL PROVISIONS

1. Representatives of the Parties will meet periodically as necessary, but not less than once every year, to evaluate the results of the activities of the Program under this Memorandum, to consider modifications of this Program, to communicate information about new scientific priorities within their respective countries, and to exchange information on budgets, priorities, and other administrative matters. The change of priorities of one or both countries will not affect previously approved activities.

2. With the exception described in Section V, Article 4, no approved activity can be terminated before its completion without the written concurrence of both Parties.

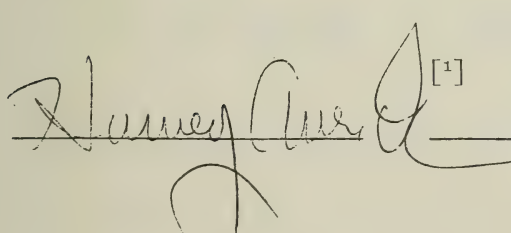
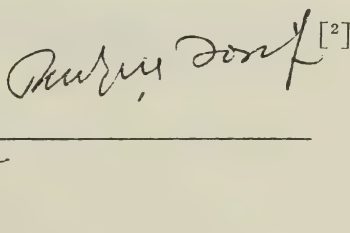
3. This Memorandum will enter into force upon signature by the duly authorized representatives of both Parties, and will remain in effect for a period of three years from the date of signature. By mutual consent, this Memorandum and the Annex could be changed. They can be renewed for three year periods by an exchange of letters.

4. This Memorandum and the Annex can be terminated at any time by either Party upon written notification to the other Party at least three months in advance. The expiration, termination, or modification of this Memorandum will not affect in any way the activities previously approved.

SIGNED, at Bucharest this 27 day of February, 1979, in two original copies, one in English and one in Romanian, both texts being equally authentic.

FOR THE  
NATIONAL SCIENCE FOUNDATION  
OF THE  
UNITED STATES OF AMERICA

FOR THE  
NATIONAL COUNCIL FOR  
SCIENCE AND TECHNOLOGY  
OF THE  
SOCIALIST REPUBLIC OF ROMANIA

 [1]  [2]

<sup>1</sup> Harvey Averch.

<sup>2</sup> Losif Tripsa.

## Annex

FINANCIAL PROVISIONS  
FOR SUPPORT OF VISITING SCIENTISTS  
PARTICIPATING IN PROGRAM OF  
SCIENTIFIC AND TECHNOLOGICAL COOPERATION  
BETWEEN  
THE NATIONAL SCIENCE FOUNDATION  
OF THE UNITED STATES OF AMERICA  
AND  
THE NATIONAL COUNCIL FOR SCIENCE AND TECHNOLOGY  
OF THE SOCIALIST REPUBLIC OF ROMANIA

The National Science Foundation of the United States of America and the National Council for Science and Technology of the Socialist Republic of Romania agree to provide, or meet the expenses of, the following needs of foreign scientists visiting their countries under terms of the Program of Scientific and Technological Cooperation established between them.

- (1) lodging appropriate to the professional level of the visiting scientist and, as far as possible, to the needs of his accompanying family, and
- (2) subsistence stipend at rates as follows:

A. Visits of one month or less, per day:	In Romania Lei 250	In U.S. \$25
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B. Visits longer than one month, per month:	In Romania	In U.S.
For the visiting scientist	Lei 6000	\$600
For the accompanying spouse remaining five months or more	Lei 440	\$ 44
For each accompanying child remaining five months or more	Lei 330	\$ 33

The above sums will be paid to the visiting scientist commencing with his first day in the receiving country under the terms of this cooperative Program. The allowance herein provided shall be the net amount received by the visiting scientist, and the taxes on this and other allowances for which the visiting scientist may be liable in the receiving country will be matched by a corresponding increase in funds provided him by the receiving side.

In case of serious illness or accident, the Parties will pay medical expenses and hospitalization in accordance with the regulations and provisions in force in the two countries.

In case of death, the Parties will pay the following amounts for the preparation and transportation of remains.

In Romania	In U.S.
Lei 20,000	\$2,000

MEMORANDUM

de cooperare științifică și tehnologică între Fundația Națională de Științe, din Statele Unite ale Americii și Consiliul Național pentru Știință și Tehnologie din Republica Socialistă România

I. Preambul

În conformitate cu articolul III al Acordului dintre guvernul Statelor Unite ale Americii și guvernul Republicii Socialiste România privind cooperarea și schimburile în domeniile culturii, învățămîntului, științei și tehnologiei, semnat la București, la 13 decembrie 1974 prin care guvernele încurajează schimburile și cooperarea în domeniul științei, tehnologiei și sănătății, Fundația Națională de Științe (FNS) din Statele Unite ale Americii și Consiliul Național pentru Știință și Tehnologie (CNST) din Republica Socialistă România, denumite în continuare "Părți", recunosc avantajul reciproc care rezultă din dezvoltarea relațiilor științifice și tehnologice dintre cele două țări și sînt de acord să realizeze împreună Programul de cooperare științifică și tehnologică cuprins în acest Memorandum de cooperare.

II. Principii

1. Scopul acestui Program de cooperare este să încurajeze și să intensifice activitatea de cooperare științifică dintre cele două țări, prin schimb de cercetători, informații, idei, experiență și tehnologii pe probleme de interes comun și să folosească condițiile și echipamentele disponibile în ambele țări.

2. Cooperarea va cuprinde toate domeniile științei și tehnologiei, inclusiv aspecte fundamentale și aplicative ale științelor naturii și matematicii

ale științelor ingineresti și ale științelor sociale, dar exclude teme din domeniile medicinei clinice, administrației și învățământului.

3. Prevederile acestui Memorandum nu vor afecta acordurile sau aranjamentele existente sau prejudicia noi aranjamente între instituții sau organizații din cele două țări, în domeniul științei și tehnologiei.

### III. Desfășurarea Programului

1. Părțile vor răspunde împreună de rezolvarea directă a tuturor problemelor privind politica Programului și coordonarea generală a acestuia.

2. În vederea asigurării unei concordanțe maxime, planurile proiectelor vor fi elaborate și dezvoltate prin contacte directe între cercetători interesați ai celor două țări și fiecare va prezenta propunerea sau cererea sa Părții din țara sa.

3. Fiecare Parte va contribui la eforturile și cheltuielile necesare fiecărei activități din Program. Această prevedere nu impune însă o echivalare precisă a fondurilor, personalului sau condițiilor necesare desfășurării activității respective.

4. Obligațiile asumate de către Părți vor depinde de fondurile disponibile.

5. Părțile vor căuta să sprijine, pe baza colaborării cu autoritățile competente, acordarea de vize și de alte facilități oficiale pentru intrarea și ieșirea în și din teritoriile lor naționale a persoanelor, echipamentelor și materialelor necesare desfășurării activităților aprobate.

6. Informațiile științifice și tehnice obținute, ca urmare a activităților desfășurate în baza acestui Memorandum de cooperare vor fi puse la dispoziția comunității științifice internaționale pe canale obișnuite și în conformitate cu procedeele științifice obișnuite. Această prevedere va fi îndeplinită ținându-se seama de drepturile existente de proprietate și de existența sau posibilitatea apariției drepturilor de patente specificate în continuare.

7. Acest articol reglementează stabilirea drepturilor de proprietate intelectuală pentru invențiile concepute sau aplicate (chiar și pentru prima dată)

în comun, ori separat, (denumite în continuare "invențiile ce formează obiectul acordului") de către participanții din ambele țări, inclusiv pentru protejarea drepturilor de autor cu privire la lucrările realizate în comun în timpul unei activități desfășurate în cadrul acestui Program.

a. Drepturile asupra invențiilor realizate în comun sau separat aparțin ambelor Părți. Fiecare Parte sau reprezentantul său are dreptul de a înregistra cererea de brevet de invenție în țara sa. Fiecare Parte are dreptul la o licență irevocabilă, gratuită și neexclusivă, care să permită celeilalte Părți aplicarea invenției. Această licență cuprinde și dreptul de sublicență, limitat la dreptul beneficiarului licenței de a acorda sublicențe cetățenilor săi, ori organizațiilor comerciale sau cu activitate în scop nelucrativ, existente pe teritoriul Părții beneficiare a licenței.

Fiecare Parte sau reprezentantul său poate să facă demersuri spre a obține drepturi în terțe țări, cu obligația de a notifica din timp aceasta celeilalte Părți. Notificarea se face în decurs de un an de la data înregistrării cererii. Toate notificările vor cuprinde o ofertă în vederea încheierii unor înțelegeri separate cu privire la împărțirea echitabilă a costurilor și a drepturilor referitoare la țara terță.

b. Nici una dintre Părți nu trebuie să facă discriminări în raporturile cu cetățenii sau organizațiile din țara celeilalte Părți, în ceea ce privește drepturile de licență sau de sublicență referitoare la orice invenție sau descoperire prevăzută de acest articol. Se înțelege că politica și practica fiecărei Părți de acordare a licențelor pot fi afectate de drepturile ambelor Părți de a acorda licențe în cadrul unei singure jurisdicții.

În consecință, fiecare Parte poate solicita celeilalte Părți să se consulte cu privire la o singură invenție sau descoperire, ori la un grup de invenții sau descoperiri, depunând eforturi pentru diminuarea sau eliminarea efectelor negative pe care existența în paralel a unor organe ce acordă licențe le-ar putea avea asupra politicii sau practicii Părților.

c. În cazul în care rezultatele unei activități desfășurate în cadrul acestui Program pot fi protejate pe baza legii cu privire la drepturile de autor,



fiecare Parte poate, pe baza legilor și a practicii proprii, să dețină sau să acorde drepturi de autor pe teritoriul său, acordând celeilalte Părți o autorizație irevocabilă, gratuită și neexclusivă de a publica, copia sau traduce, ori de a aplica rezultatele respective. Orice lucrare protejată astfel trebuie să cuprindă numele tuturor persoanelor care au participat la lucrarea comună.

Fiecare Parte poate să facă demersuri spre a obține drepturi de autor în terțe țări, după ce a notificat din timp aceasta, în scris, celeilalte Părți.

d. Protejarea de către oricare din Părți a drepturilor cu privire la o invenție sau a drepturilor de autor, în conformitate cu acest articol, nu atrage după sine transmiterea drepturilor cu privire la orice altă invenție sau alte drepturi de autor, inclusiv a drepturilor necesare pentru aplicarea sau folosirea drepturilor stabilite prin acest articol.

Părțile se obligă să depună toate eforturile, în vederea informării reciproce cu privire la perfecționările ulterioare ale oricăroră din invențiile care formează obiectul acestui articol.

e. Fiecare Parte se declară de acord să întreprindă tot ceea ce este necesar în vederea cooperării și să se asigure că cealaltă Parte poate să obțină toate drepturile prevăzute de acest articol. Aceasta include obligația de a lua măsurile necesare și de a informa din timp pe toți participanții săi cu privire la prevederile acestui articol, precum și de a asigura respectarea lor.

Părțile pot să cadă de acord în scris asupra unor înțelegeri speciale, de la caz la caz.

#### IV. Activități ale Programului

1. Părțile sînt de acord ca Programul să încurajeze și să sprijine schimbul de cercetători și activități științifice în cooperare între cercetătorii și institutele științifice ale țărilor lor. Programul va consta din trei elemente:

grupe de lucru sau seminarii comune ; vizite științifice de scurtă sau lungă durată și cercetări comune, precum și alte activități ce se vor conveni de către Părți. O atenție deosebită va fi acordată grupelor de lucru sau seminariilor.

a) Grupele de lucru sau seminariile vor fi pe teme de cercetare orientată și, în general, se vor concentra numai asupra unei singure teme. Ele se vor ține alternativ în ambele țări, se vor limita de regulă la cinci pînă la zece participanți din fiecare țară și vor dura de regulă, trei pînă la cinci zile. Propunerile scrise pentru grupele de lucru sau seminarii se vor pregăti în comun de către cercetători sau institute ale fiecărei țări și supuse ambelor Părți pentru aprobare.

b. Schimburile științifice de durată scurtă, de obicei cu o durată de o lună sau mai puțin, se pot face de către cercetătorii unei țări în cealaltă țară pentru consultări sau pentru convenirea activității de cooperare și pentru conferințe, seminarii și cursuri scurte. Schimburile științifice de durată mai lungă se pot face cu scopuri de cercetare, studiu, specializare sau predare de cursuri. Propunerile scrise în care se vor menționa scopul și alte detalii ale deplasării ce urmează să aibă loc, vor fi pregătite de către cercetătorii interesați și transmise Părții din țara sa spre analiză și decizie.

c. Proiectele de cercetare în cooperare, sau alte activități științifice în cooperare vor fi stabilite în comun de către cercetătorii interesați ai ambelor țări. Propunerile scrise, bazate pe înțelegerile convenite între cercetători antrenați în cooperare vor fi prezentate de către instituțiile din care fac parte cercetătorii respectivi Părții din țara sa, CNST sau FNS, pentru analiză și decizie. Propunerile vor include o descriere a proiectului științific, natura activităților comune ce urmează a fi desfășurate, o listă a principalilor participanți cu date biografice și bibliografice, un buget care să menționeze cheltuielile estimate, data propusă pentru începerea activității, durata și numărul deplasărilor din fiecare țară cu numele specialiștilor și datele vizitelor. Propunerile vor fi transmise cu cît mai mult timp înaintea datei de începere propuse, dar în general, cu cel puțin șase luni înainte. Proiectele de cercetare comune rezultate din grupele de lucru sau seminarii vor avea prioritate față de cele propuse de cercetători individuali sau instituții.

V. Procedee

1. Cercetătorii din ambele țări pot iniția corespondență sau alte contacte cu colegi din cealaltă țară, pentru a stabili eventualul interes în realizarea de activități comune. CNST și FNS pot acorda sprijin în depistarea specialiștilor din propria țară ceruți de către specialiștii sau organizația solicitantă, care ar putea avea un interes special în cercetare.

2. O cerere sau propunere va putea fi inițiată de către oamenii de știință interesați, conform prevederilor articolului IV și vor fi prezentate Părților de către instituțiile lor, în conformitate cu cerințele și procedurile stabilite. Acceptarea inițială privind un anumit proiect, activități sau grup de activități va fi transmisă Părții respective de către instituțiile responsabile cu coordonarea activității. Acest accept va conține o fișă anexată la propunere. Fiecare astfel de fișă va conține activitatea sau programul propus, titlul și numele responsabililor științifici ai proiectelor ambelor Părți, va specifica durata dorită și data începerii, estima fondurile necesare de a fi alocate de către fiecare Parte pentru respectiva activitate sau program pentru perioada propusă și lista deplasărilor specialiștilor fiecărei țări cu numele și datele fiecărei vizite. Fiecare astfel de fișă va fi semnată de către responsabili științifici ai proiectelor, precum și de către superiori științifici și administrativi ai fiecărei instituții. Această fișă semnată împreună cu propunerea vor fi supuse Părților pentru evaluare.

3. Fiecare Parte va evalua cererea, analiza dacă există posibilitatea finanțării și va schimba informațiile necesare cu cealaltă Parte în vederea ajungerii la un acord privind aprobarea propunerilor și cererilor. Acordul final asupra unui anumit proiect, activități sau grup de activități va fi stabilit printr-un schimb de scrisori între Părți. Părțile sînt de acord să ia măsurile interne corespunzătoare și necesare în vederea asigurării îndeplinirii condițiilor și termenelor fiecărei activități așa cum sînt menționate în fișă și propunerea semnată de către persoanele autorizate ale fiecărei instituții și cum s-a căzut de acord, în mod formal, de către Părți.

4. Vizitele științifice sau vizitele legate de alte activități vor fi efectuate la termenele stabilite. În cazul în care din motive de forță majoră (boală,



deces) un specialist nu poate efectua vizita la data planificată, Partea specialistului va informa imediat cealaltă Parte în scris, comunicînd numele înlocuitorului și motivele înlocuirii. În astfel de cazuri, vizita poate fi amînată pentru o perioadă care să nu depășească o lună. Dacă vizita nu se rezolvă în acest interval, Partea primitoare va informa Partea trimițătoare că nu mai dorește continuarea proiectului.

5. Cercetătorii și instituțiile lor, în funcție de propunerile și cererile făcute și care ulterior au fost aprobate pentru a fi incluse în program conform acordului comun dintre Părți, vor răspunde de efectuarea activității aprobate și de folosirea corespunzătoare a fondurilor indicate în propunere și aprobate de către Părți. Cercetătorii fiecărei Părți vor raporta despre stadiul și progresul realizat în activitățile lor, prin canalele stabilite în țările lor.

6. Dacă se va considera necesar, Părțile pot stabili prin consens, măsuri și aranjamente administrative suplimentare.

#### VI. Prevederi financiare

1. Fiecare Parte va suporta cheltuielile de bază necesare desfășurării pe teritoriul său a tuturor activităților din cadrul acestui Program. Acestea pot include : retribuția propriilor cercetători, tehnicieni și personal auxiliar, cheltuielile de transport intern, aprovizionare cu materiale și echipamente inclusiv taxele pentru folosirea echipamentelor.

2. Dacă are loc un schimb de personal, Partea primitoare va asigura în plus sau va acoperi cheltuielile pentru următoarele nevoi ale fiecărui vizitator străin : cazare, alocație, transport intern legat de obiectivul științific al vizitatorului, asistență medicală și spitalizare în caz de boală sau accident, în cadrul limitelor stabilite prin Prevederile financiare anexate la prezentul Memorandum. Cazarea ce urmează a fi asigurată de către Partea primitoare va fi corespunzătoare nivelului profesional al cercetătorului vizitator și, pe cît posibil, nevoilor celor care-l însoțesc.

3. În cazul în care are loc un schimb de personal, Partea trimițătoare



va asigura sau va acoperi cheltuielile pentru retribuții și transport internațional ale propriilor participanți.

4. Pentru grupele de lucru, proiectele de cercetare în comun și activitățile similare, Partea trimițătoare va plăti bilete dus-întors pentru proprii participanți până la aeroportul cel mai apropiat de locul de muncă sau întâlnire în țara primitoare. Pentru vizite științifice și activități similare Partea trimițătoare va asigura bilete dus-întors pentru proprii participanți până în capitala țării primitoare, iar Partea primitoare va acoperi cheltuielile de transport pe teritoriul țării sale.

#### VII. Prevederi finale

1. Reprezentanții Părților se vor întâlni periodic, de câte ori va fi necesar, dar nu mai puțin de o dată pe an, pentru a analiza stadiul îndeplinirii prevederii acestui Memorandum, a discuta modificări ale Memorandumului, pentru a se informa asupra noilor priorități științifice din țările lor, precum și cu privire la buget, priorități și alte probleme administrative. Schimbarea priorităților uneia sau a ambelor țări nu va afecta activitățile aprobate anterior.

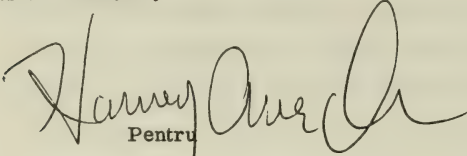
2. Cu excepțiile descrise în articolul V, articolul 4, nici o activitate aprobată nu poate fi terminată înaintea încheierii ei fără acordul scris al ambelor Părți.

3. Acest Memorandum va intra în vigoare la semnarea lui de către reprezentanții autorizați ai ambelor Părți și va rămâne valabil pe o perioadă de trei ani de la data semnării. Prin acordul comun al Părților acest Memorandum și Anexa, pot fi modificate. Ele pot fi înnoite pentru noi perioade de trei ani, pe baza unui schimb de scrisori.

4. Acest Memorandum și Anexa pot fi denunțate oricând de către o Parte din comunicarea scrisă către cealaltă Parte, cel puțin cu trei luni înainte. Expirarea,

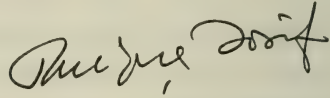
denunțarea sau modificarea acestui Memorandum nu afectează într-un mod oarecare activitățile aprobate anterior.

Semnat la București, la 27 februarie 1979, în două exemplare originale, fiecare în limba română și în limba engleză, ambele texte fiind deopotrivă autentice.



Pentru

FUNDATIA NATIONALA DE  
STIINTE  
A STATELOR UNITE ALE  
AMERICII



Pentru

CONSILIUL NATIONAL PENTRU  
STIINTA SI TEHNOLOGIE AL  
REPUBLICII SOCIALISTE ROMANIA

ANEXAPREVEDERI FINANCIARE

pentru subvenționarea vizitelor cercetătorilor participanți la Programul de cooperare științifică și tehnologică dintre Fundația Națională de Știință din Statele Unite ale Americii și Consiliul Național pentru Știință și Tehnologie din Republica Socialistă România

Fundația Națională de Științe din Statele Unite ale Americii și Consiliul Național pentru Știință și Tehnologie din Republica Socialistă România sînt de acord să asigure următoarele nevoi ale cercetătorilor străini care vizitează țările lor în conformitate cu prevederile Programului de cooperare științifică și tehnologică stabilit între ele :

1. Cazare corespunzătoare nivelului profesional al cercetătorului vizitator și, pe cît posibil, nevoilor celor care-l însoțesc și

2. Alocație pentru masă, după cum urmează :

	În S U A \$	În România lei
A. Vizite de o lună sau mai puțin/pe zi	25	250
B. Vizite mai mari de o lună, pe lună :		
- pentru cercetătorii vizitatori	600	6000
- pentru soțul (soția) care însoțește cinci luni sau mai mult	44	440
- pentru fiecare copil care însoțește cinci luni sau mai mult	33	330

Sumele de mai sus vor fi plătite cercetătorului vizitator începînd cu prima sa zi în țara primitoare, corespunzător prevederilor acestui Program de cooperare. Sumele prevăzute vor prezenta suma netă primită de cercetătorul vizitator, taxele ce se aplică acestor sume sau altor alocații pentru care cercetătorul vizitator poate fi impus, vor fi compensate printr-o creștere corespunzătoare a sumelor acordate de partea primitoare.

În caz de îmbolnăvire gravă sau accident Părțile vor suporta cheltuielile medicale și de spitalizare în conformitate cu reglementările și prevederile în vigoare în cele două țări.

În caz de deces, Părțile vor acorda următoarele sume :

- pregătirea și transportul rămășițelor pămîntești	2000	20.000
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## CUBA

### Maritime Boundary

*Agreement extending the provisional application of the agreement  
of December 16, 1977.*

*Effected by exchange of notes*

*Signed at Washington December 27 and 28, 1979;*

*Entered into force December 28, 1979.*



*The Secretary of State to the Czechoslovak Ambassador*DEPARTMENT OF STATE  
WASHINGTON

December 27, 1979

Excellency:

In connection with your representation of Cuban interests in the United States, I have the honor to refer to the Maritime Boundary Agreement between the United States of America and the Republic of Cuba which was signed in Washington on December 16, 1977, and to the agreement of those governments in Article V to apply the terms of that Agreement provisionally from January 1, 1978, for a period of two years pending its entry into force permanently on the date of exchange of instruments of ratification.

I propose that the terms of the Maritime Boundary Agreement continue to apply provisionally from January 1, 1980, for a period of two years, pending its entry into force permanently on the date of exchange of instruments of ratification.

If the above-mentioned proposal is acceptable to the Cuban Government, I propose that this note and the Cuban Interests Section's reply constitute an agreement between the Governments of the United States of America and the Republic of Cuba.

His Excellency

Dr. Jaromir Johanes,

Ambassador of the Czechoslovak Socialist Republic.

Accept, Excellency, the renewed assurances of my  
highest consideration.

For the Secretary

*William P. Bowdler*<sup>[1]</sup>

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<sup>1</sup> William G. Bowdler.

*The First Secretary, Cuban Interests Section, Czechoslovak Embassy,  
to the Secretary of State*

EMBASSY OF THE CZECHOSLOVAK SOCIALIST REPUBLIC  
CUBAN INTERESTS SECTION

WASHINGTON, D.C.

December 28th, 1979.

Sir:

I have the honor to refer to your note of December 27th, 1979, to the Ambassador of the Czechoslovak Socialist Republic (Cuban Interests Section) concerning the maritime boundary between the Republic of Cuba and the United States of America which reads as follows:

"Excellency,

"In connection with your representation of Cuban interests in the United States, I have the honor to refer to the Maritime Boundary Agreement between the United States of America and the Republic of Cuba which was signed in Washington on December 16, 1977 and to the agreement of those governments in Article V to apply the terms of that Agreement provisionally from January 1, 1978 for a period of two years pending its entry into force permanently on the date of exchange of instruments of ratification.

"I propose that the terms of the Maritime Boundary Agreement continue to apply provisionally from January 1, 1980, for a period of two years, pending its entry into force permanently on the date of exchange of instruments of ratification.

The Honorable

Cyrus Vance

Secretary of State.

"If the above-mentioned proposal is acceptable to the Cuban Government, I propose that this note and the Cuban Interests Section's reply constitute an agreement between the Governments of the United States of America and the Republic of Cuba.

"Accept, Excellency, the renewed assurances of my highest consideration."

In reply, I have the honor to inform you that the proposal contained in your note is acceptable to the Government of the Republic of Cuba. Consequently, I agree that your note and this reply shall constitute an agreement between the two governments.

Accept, Sir, the renewed assurances of my highest consideration.

<sup>[1]</sup>  
For the Cuban Interests Section

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<sup>1</sup> S. Martinez Barroso.



REPUBLIC OF KOREA

Agricultural Commodities

*Agreement amending the agreement of June 7, 1979.*

*Effected by exchange of notes*

*Signed at Seoul January 25, 1980;*

*Entered into force January 25, 1980.*

*The American Ambassador to the Korean Deputy Prime Minister and  
Minister, Economic Planning Board*

EMBASSY OF THE  
UNITED STATES OF AMERICA

January 25, 1980

Excellency:

I have the honor to refer to the Agricultural  
Commodities Agreement signed by representatives of our  
two Governments on June 7, 1979,<sup>[1]</sup> and to propose that  
Part II, Particular Provisions, be amended as follows:

A. Item I, Commodity Table:

(1) Under the column titled "Supply Period (United  
States Calendar Year)" and on the three lines titled  
"Wheat/Wheat Flour, Feedgrains (Corn), Cotton (Upland)"  
delete "1979" and substitute "1979 and 1980".

(2) Under the appropriate column headings, make the  
following changes:

(a) On line titled "Wheat/Wheat Flour" change  
"140,000" to "214,000", and "\$19.3" to "\$31.8".

(b) On line titled "Feedgrains (Corn)" change  
"80,000" to "164,000", and "\$8.6" to "\$18.6".

(c) On line titled "Cotton (Upland)" change  
"35,000" to "57,000", and "\$12.1" to "\$19.6".

(3) On line titled "Total" and under column titled  
"Maximum Export Market Value" delete "\$40.0" and substitute  
"\$70.0".

His Excellency  
LEE Hahn-Been  
Deputy Prime Minister and  
Minister, Economic Planning Board  
of the Republic of Korea

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<sup>1</sup> TIAS 9562; 30 UST 6471.

B. Item III, Usual Marketing Table:

(1) Under the appropriate column headings and directly below the line titled "Wheat/Wheat Flour (Wheat Basis)", add a line reading "Wheat/Wheat Flour (Wheat Basis) - 1980 - 1,506,000 metric tons".

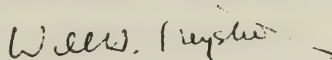
(2) Under the appropriate column headings and directly below the line titled "Feedgrains", add a line reading "Feedgrains - 1980 - 1,304,000 metric tons".

(3) Under the appropriate column headings and directly below the line titled "Cotton", add a line reading "Cotton - 1980 - 967,000 bales of which at least 933,000 bales shall be imported from the United States of America".

All other items and conditions of the June 7, 1979 Agreement remain the same.

If the foregoing is acceptable to your Government, I have the honor to propose that this Note and your reply thereto constitute an Agreement between our two Governments, effective on the date of your Note in reply.

Accept, Excellency, the renewed assurance of my highest consideration.



William H. Gleysteen, Jr.  
Ambassador

*The Korean Deputy Prime Minister and Minister, Economic Planning  
Board, to the American Ambassador*

ECONOMIC PLANNING BOARD  
REPUBLIC OF KOREA  
SEOUL, KOREA

January 25 , 1980

Excellency:

I have the honor to refer to your proposal of  
January 25, 1980, which reads as follows:

"I have the honor to refer to the Agricultural  
Commodities Agreement signed by representatives of our  
two Governments on June 7, 1979, and to propose that  
Part II, Particular Provisions, be amended as follows:

"A. Item I, Commodity Table:

"(1) Under the column titled "Supply Period (United  
States Calendar Year)" and on the three lines titled  
"Wheat/Wheat Flour, Feedgrains (Corn), Cotton (Upland)"  
delete "1979" and substitute "1979 and 1980".

"(2) Under the appropriate column headings, make  
the following changes:

"(a) On line titled "Wheat/Wheat Flour" change  
"140,000" to "214,000", and "\$19.3" to "\$31.8".

"(b) On line titled "Feedgrains (Corn)" change  
"80,000" to "164,000", and "\$8.6" to "\$18.6".

"(c) On line titled "Cotton (Upland)" change  
"35,000" to "57,000", and "\$12.1" to "\$19.6".

"(3) On line titled "Total" and under column titled  
"Maximum Export Market Value" delete "\$40.0" and substitute  
"\$70.0".

His Excellency  
William H. Gleysteen, Jr.  
Ambassador  
Embassy of the United States of America  
Seoul, Korea



"B. Item III, Usual Marketing Table:

"(1) Under the appropriate column headings and directly below the line titled "Wheat/Wheat Flour (Wheat Basis)", add a line reading "Wheat/Wheat Flour (Wheat Basis) - 1980 - 1,506,000 metric tons".

"(2) Under the appropriate column headings and directly below the line titled "Feedgrains", add a line reading "Feedgrains - 1980 - 1,304,000 metric tons".

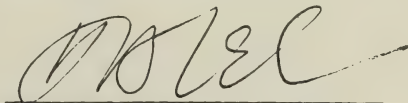
"(3) Under the appropriate column headings and directly below the line titled "Cotton", add a line reading "Cotton - 1980 - 967,000 bales of which at least 933,000 bales shall be imported from the United States of America".

"All other items and conditions of the June 7, 1979 Agreement remain the same."

"If the foregoing is acceptable to your Government, I have the honor to propose that this Note and your reply thereto constitute an Agreement between our two Governments, effective on the date of your Note in reply."

I have the honor to inform you that my Government concurs in the foregoing proposal.

Accept, Excellency, the renewed assurance of my highest consideration.



LEE Hahn-Been  
Deputy Prime Minister and  
Minister, Economic Planning Board  
of the Republic of Korea



## INDONESIA

### **Agricultural Commodities**

*Agreement signed at Jakarta March 6, 1980;  
Entered into force March 6, 1980.  
With agreed minutes.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA  
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Indonesia.

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Republic of Indonesia (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended<sup>[1]</sup> (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*



PART I - GENERAL PROVISIONS

## ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

TIAS 9734

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

## ARTICLE II

### A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

### B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104(a), (b), (e) and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

- a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.
- b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on same anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, DC 20250, unless another method of payment is agreed upon by the two governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.



#### G. Computations

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

#### H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement in the importing country.

### ARTICLE III

#### A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. Insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. Take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. Take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America).

4. Take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

**B. Private Trade**

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

**C. Self-Help**

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

**D. Reporting**

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized.

1. The following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received.

2. A statement by it showing the progress made toward fulfilling the usual marketing requirements.

3. A statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. Statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. Delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier;

2. Import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country; and

3. Utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in Subsection 103 (1) of the Act.



PART II - PARTICULAR PROVISIONS

## Item I. Commodity Table:

<u>Commodity</u>	<u>Supply Period (United States Calendar Year)</u>	<u>Approximate Maximum Quantity (Metric tons and Bales)</u>	<u>Maximum Export Market Value (Millions)</u>
Rice	1980	117,000	\$40.73
Wheat/Wheat Flour (Wheat Basis)	1980	60,000	\$10.30
Total			\$51.03

## Item II. Payment Terms: Convertible Local Currency

- A. Initial Payment - five (5) percent.
- B. Currency Use Payment - ten (10) percent for 104 (a) purposes.
- C. Number of installment payments - twenty-eight (28).
- D. Amount of each installment payment - approximately equal annual amounts.
- E. Due date of first installment payment - eight (8) years after date of last delivery of commodities in each calendar year.
- F. Initial interest rate - two (2) percent.
- G. Continuing interest rate - three (3) percent.

## Item III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period (United States Calendar Year)</u>	<u>Usual Marketing Requirement</u>
Rice	1980	791,000 metric tons
Wheat/Wheat Flour (Wheat Basis)	1980	798,000 metric tons

## Item IV. Export Limitations:

## A. Export Limitation Period

The export limitation period shall be the United States calendar year 1980 or any subsequent U.S. calendar year in which commodities financed under this agreement are being imported or utilized.

## B. Commodities to which Export Limitations Apply

For the purposes of Part I, Article III A (4), of this agreement, the commodities which may not be exported are: for rice - rice in the form of paddy, brown or milled and for wheat/wheat flour - wheat/wheat flour, rolled wheat, semolina, farina and bulgur (or same products under a different name).

## Item V. Self-Help Measures:

The Government of the Republic of Indonesia continues to accord high national priority to increasing the production of food. To consolidate the gains of recent years and to assure continued progress, the GOI intends to:

## A. Continue efforts to achieve progress in agricultural production through:

- (1) Agricultural research;
- (2) Production and distribution of improved seeds;
- (3) Expansion of the supply of agricultural credit;
- (4) Strengthening agricultural extension;
- (5) Expanding and improving agricultural education at the secondary and university levels; and
- (6) Expanding and improving irrigation facilities and their operation and maintenance. (Research, extension and credit programs will include attention to improvement of tillage methods, improved irrigation and water use, improvement of rice threshing methods to reduce damage to quality, and improvement of food handling to reduce post-harvest losses. Added emphasis will be given to non-rice food crops).

B. Improve the marketing system including procurement procedures for government incentive stabilization programs and improvement and expansion of facilities for handling and storage of grains and legumes.

C. Expand production of secondary crops such as corn and legumes, especially in multiple cropping programs.

D. Expand the supply and improve the distribution of fertilizer, insecticides and herbicides.

E. Seek ways to broaden ownership of land by actual tillers and to improve systems of water rights.

Item VI. Economic Development Purposes for Which Proceeds Accruing to the Importing Country are to be Used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for other projects and programs contained in the development budget of the Government of Indonesia.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

## PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This Agreement shall enter into force upon signature.

B. IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

Done at Jakarta, Indonesia, in duplicate, this 6th day of March 1980.

REPUBLIC OF INDONESIA

UNITED STATES OF AMERICA

By: 

M. Panggabean  
Minister for Foreign  
Affairs ad interim

By: 

Edward E. Masters  
Ambassador



AGREED MINUTES

The following minutes of negotiations of the PL-480, Title I Agreement of March 6, 1980 are agreed upon by the representatives of the signatory Governments:

1. The representatives of the Government of Indonesia understand that the Preamble and Parts I and III are standard and applicable to all Title I PL-480 Agreements.
2. The attention of the representatives of the Government of Indonesia has been called to the provisions of Part II, specifically to the time period restrictions and quantities of rice and wheat required to be purchased commercially against the Usual Marketing Requirement (UMR) with its own resources.
3. In addition to the delivery limitations and UMR purchases noted in the preceding minutes, the representatives of the Government of Indonesia understand that:
  - a. shipments of commodities from the U.S. must be completed by September 30, 1980, since the financing for the Agreement will come from the United States FY 1980 budget. It is understood that commodity suppliers and vessel owners may not release commodities or allow loading of vessels until correct letters of credit are opened and that late or improperly opened letters of credit can seriously delay export of commodities. It is understood further that delayed opening of letters of credit could result in commodity suppliers canceling sales and ocean transportation suppliers canceling space;
  - b. all tendering for rice and wheat under the Agreement must be done by invitations for competitive bids conducted in the United States with public opening of bids and that awards shall be made on the basis of the lowest FAS vessel or FOB vessel bid price for the commodity responsive to tender terms. It is understood further that freight tenders must also be conducted in the U.S. with public opening of bids, however, charterer retains right to negotiate;
  - c. purchase authorizations issued under the Agreement will contain requirements that invitations for bids for both commodity and freight must be submitted to the Office of General Sales Manager, U.S. Department of Agriculture, Washington, DC, for review and approval prior to their release to prospective bidders.

- d. imports from USSR, People's Republic of China, Eastern Europe (except Poland and Yugoslavia), Cuba, Socialist Republic of Vietnam and North Korea, commodities imported under PL-480, or grants received from the United States or other sources cannot be counted toward the UMR.

4. The representatives of the Government of Indonesia understand that in case the unit prices become higher than those projected in valuing the Agreement, purchases will be limited to the dollar value specified in the Agreement. This is in accordance with Article I E, Part I of the Agreement.

5. The representatives of the Government of Indonesia understand that short term commercial credit (6 to 36 months) may be available through the CCC Export Credit Sales Program to Indonesian buyers purchasing wheat and rice, but subject first to the Government of Indonesia request for and approval of a CCC credit line to Indonesia by the United States Department of Agriculture and that this source of financing may be used to satisfy the UMR. It is understood further that other eligible commodities not included under the Agreement may be requested also for CCC credit financing.

6. The Government of Indonesia will take effective steps to reduce losses connected with the handling and storage of PL-480 commodities; will enforce strict accountability for the commodities until they are in the hands of the private trade; and, in case of damage or loss attributable to the ocean carrier, will make and vigorously follow up claims for reimbursement for such damage or loss.

7. The Government of Indonesia understands that if it engages the services of a U.S. person or firm as its agent to handle the procurement of a commodity and/or ocean transportation, such agent must be approved by the United States Department of Agriculture. A copy of the written agreement between the Government of Indonesia and the U.S. agent must be submitted to the United States Department of Agriculture for prior approval to the issuance of the applicable purchase authorization.

8. The representatives of the Government of Indonesia have been informed that legislation affecting Section 106 (B) and 109 (A) of PL-480 requires: (1) specific emphasis on implementation of self-help measures so as to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture and (2) use of proceeds for purposes which directly improve the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country. These requirements are specifically noted in Items V and VI, B, PART II of the Agreement.

9. The representatives of the Government of Indonesia understand that certain reports are required in connection with the Agreement, on the arrival and disposition of commodities, permissible exports, the use of sales proceeds, progress in agricultural self-help and the allocation of rupiahs generated by the Agreement. The representatives of the Government of Indonesia will make appropriate arrangements to:

- a. furnish the Embassy of the United States of America a report by the fifteenth of January, April, July and October under provisions contained in Article III, D, PART I, of the Agreement.
- b. return completed "shipping and arrival information" (ADP Sheets) with appropriate notations certifying receipt of all commodities as soon as possible, but not later than 30 days from the date of unloading or 30 days from the receipt of the ADP sheets, whichever is later.
- c. furnish the Embassy of the United States of America a report of the receipt and expenditures of the proceeds accruing from the sale of commodities financed under the Agreement. This is in accordance with Article II, F, PART I of the Agreement.
- d. submit an annual report on progress of agricultural self-help by November 15, containing the best possible description, both quantitative and qualitative, of current and previous GOI fiscal year self-help activities. It was also agreed that this report should cover future self-help plans and funding directly or by cross reference to other planning documents. The representatives of the Government of Indonesia agree further to hold periodic self-help meetings with appropriate representatives of the United States Government in an effort to increase the impact of the self-help measures on agricultural production and improve the quality and responsiveness of the annual self-help report. These meetings will be held at least at six month intervals beginning in June with the time and location to be determined by the representatives of the Government of Indonesia.

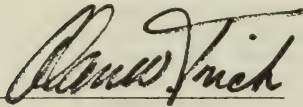
10. In compliance with the provisions of Article III, PART I of the Agreement, the Government of Indonesia agrees to give publicity to the provisions of the Agreement by issuing suitable press releases at the time of signing and at the time of issuance of each purchase authorization applied for under the Agreement.

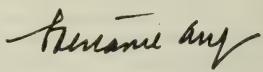
11. Other Agreement provisions discussed by representatives of the two Governments in some detail included commodity deliveries, payment terms and issuance of purchase authorization by U.S. Department of Agriculture. It was agreed that Government of Indonesia representatives will furnish the necessary operational reporting information incident to issuance of purchase authorization as promptly as possible after Agreement is reached between the two countries to the quantities and values involved in any Agreement or Amendment.

DONE at Jakarta on this 6th day of March 1980.

UNITED STATES OF AMERICA

REPUBLIC OF INDONESIA

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<sup>1</sup> Alan W. Trick.

<sup>2</sup> Bustanil Arifin.



## KENYA

### Agricultural Commodities

*Agreement signed at Nairobi March 6, 1980;  
Entered into force March 6, 1980.  
With minutes of negotiation.*

AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE REPUBLIC OF KENYA  
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Kenya.

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Republic of Kenya. (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended<sup>[1]</sup> (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. § 1701 *et seq.* [Footnote added by the Department of State.]

PART I - GENERAL PROVISIONSARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit

the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.



ARTICLE IIA. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for Currency Use Payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsections 104(a), (b), (e), and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the

exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the Initial Payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year shall be paid as follows:

- a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary

date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

- b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.



G. Computations

The computation of the Initial Payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or
2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In

implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

**B. Private Trade**

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of

the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,
2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and
3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.



2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this Section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in Subsection 103(1) of the Act.

PART II - PARTICULAR PROVISIONSITEM I

## COMMODITY TABLE

COMMODITY	SUPPLY PERIOD (U.S. Fiscal Year)	APPROXIMATE MAXIMUM QUANTITY (Metric Tons)	MAXIMUM EXPORT MARKET VALUE (Millions)
Wheat	1980	40,800	Dols. 6.9

ITEM II

## PAYMENT TERMS:

Convertible Local Currency Credit (40 Years)

- A. Initial Payment - 5 percent
- B. Currency Use Payment - None
- C. Number of installment payments - thirty-one (31)
- D. Amount of each installment payment - approximately equal annual amounts
- E. Due date of first installment payment - ten (10) years after the date of last delivery of commodities in each calendar year.
- F. Initial interest rate - Two (2) percent.
- G. Continuing interest rate - three (3) percent.

ITEM III

## USUAL MARKETING TABLE

COMMODITY	IMPORT PERIOD (U.S. Fiscal Year)	USUAL MARKETING REQUIREMENTS (Metric Tons)
Wheat/Wheat Products	1980	22,000

ITEM IV

## EXPORT LIMITATIONS

- A. The export limitation period shall be United States fiscal year 1980 or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.
- B. For the purpose of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: for wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a different name). However, those wheat exports utilized for servicing ships' stores and aircraft using Kenya's facilities are exempted from this limitation.

## ITEM V

## SELF-HELP MEASURES

- A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.
- B. The GOK agrees to undertake the following and in doing so to provide adequate financial, technical, and managerial resources for their implementation:
1. Support programs of applied agricultural research which will contribute to increased food crop production. As part of this effort, the GOK will:
    - (a) Upgrade research programs concentrating on appropriate crop selection and production techniques to benefit the small family farms of the arid and semi-arid lands; and
    - (b) Implement programs of wheat and triticale production research and development, particularly at the Njoro wheat research station.
  2. Upgrade the extension service in Kenya to benefit the smallholders through increased dissemination of information and technology appropriate to their needs. In addition, training courses devoted to modern methodologies will be provided to extension agents.
  3. Continue efforts to improve the availability of credit to smallholders which will provide access to required production inputs.
  4. Support the maintenance fund of the Ministry of Transport and Communication for use in rural, farm-to-market road projects.
  5. Support the soil conservation programs of the Ministry of Agriculture in the arid and semi-arid lands.
  6. Provide additional funding to the rural development fund of the Ministry of Economic Planning to support rural, self-help development activities initiated by the District Development Committees.

ITEM VI

## ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED

- A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following economic development sectors: agriculture and rural development.

- B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

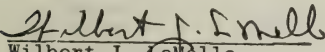


PART III - FINAL PROVISIONS

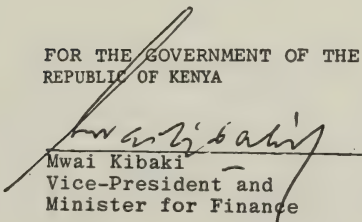
- A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.
- B. This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.  
DONE at Nairobi , in duplicate, this 6th day of March, 1980.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

  
Wilbert J. LeVelle  
American Ambassador

FOR THE GOVERNMENT OF THE  
REPUBLIC OF KENYA

  
Mwai Kibaki  
Vice-President and  
Minister for Finance

TIAS 9735

MINUTES OF THE NEGOTIATING MEETING  
BETWEEN THE PARTIES TO THE PROPOSED FY 1980  
PUBLIC LAW 480 TITLE I SALES AGREEMENT

DATE: Preliminary Meeting: February 21, 1980 at 0900 Hours  
Subsequent Meeting: February 27, 1980 at 1415 Hours

PLACE.. Nairobi, Kenya

ATTENDING:

Government of Kenya Delegation:

- Mr. J. M. Gachui - Leader of Kenya delegation, Deputy Secretary, Office of the Vice-President and Ministry of Finance
- Mr. J. B. O. Omondi - Deputy Secretary, Ministry of Agriculture
- Mr. A. B. Tench - Economic Advisor, Ministry of Economic Planning and Development
- Mr. C. H. Webb - Finance and Administration Manager, National Cereals and Produce Board
- \*\*Mr. M. J. Emukule - Senior State Counsel, Office of the Attorney General

Government of the United States Delegation:

- Mr. E. Stumpf - Leader of U.S. Delegation, Acting Economic Counselor, U.S. Embassy, Nairobi
- Mr. D. Vining - Agricultural Attache, Foreign Agricultural Service, U.S. Department of Agriculture
- \*Mr. W. Lefes - Acting Deputy Director, USAID/Kenya
- Mr. C. Penndorf - Program Economist, USAID/Kenya
- \*Mr. P. Strong - Regional P.L. 480 Officer, REDSO/EA, Nairobi
- \*\*Mr. D. Nelson - Regional P.L. 480 Officer, REDSO/EA, Nairobi

The purpose of the meetings between representatives of the Government of Kenya and the United States of America was to negotiate a U.S. Fiscal Year 1980 (October 1, 1979 to September 30, 1980) commodity sales agreement for wheat for \$6.9 million under the U.S. Government Public Law 480 Title I program.

I. The U.S. delegation explained that:

A. The provisions of this Agreement include an export market value not to exceed \$6.9 million which at current prices represents approximately 40,800 metric tons of wheat. The supply period is U.S. Fiscal Year 1980. The \$6.9 million limitation represents a FOB price ceiling. The Government of Kenya is responsible for the payment of ocean freight costs, with a minimum of 50% carried on U.S. flag vessels. The Government of Kenya is also responsible for a 5% initial payment for the subject commodity.

B. The usual marketing requirement (UMR) is 22,000 metric tons of wheat to be imported from commercial sources at commercial terms during U.S. Fiscal Year 1980;

\*Only in attendance at February 21 meeting

\*\*Only in attendance at February 27 meeting

C. Purchase authorization will be issued following signing and only after the Secretary of Agriculture has determined that the provisions of the Bellmon Amendment, dealing with storage facilities and domestic market disincentives, have been satisfied. The U.S. delegation requested additional information on the wheat storage capacity of the National Cereals and Produce Board and domestic sales policies to be followed for the wheat sales;

D. The purchase of commodities under this Agreement must be based on invitations for bid (IFBs) from U.S. suppliers which are publically advertised in the U.S. and conform to IFB standards. Bids must be received and publically opened in the U.S. The terms of all IFBs (including IPBs for ocean freight) must be approved by the General Sales Manager/USDA, prior to issuance. All awards under the IFBs must be consistent with open, competitive and responsive bidding procedures and selection of the successful bid must be approved by USDA.

E. Commissions, fees, or other payments to any selling agent are prohibited in any purchase of commodities under this Agreement;

F. Should the Government of Kenya nominate a purchasing or shipping agent to procure commodities or to arrange for ocean transportation, the Government of Kenya must notify the General Sales Manager, United States Department of Agriculture (USDA) in writing of such nomination and provide along with the nomination a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the Sales Manager's office;

G. Purchase authorization will only be issued upon receipt by USDA of an operational reporting cable which contains the following information: the type and grade of commodity to be purchased; proposed contracting and delivery schedules; names and addresses of U.S. and foreign banks which will handle financing operations; assurances that appropriate Government of Kenya authorities are prepared to make immediate transfer of funds to cover the initial payment of five (5) % and ocean freight costs;

H. Letters of credit should be opened in favor of suppliers of grain and freight and confirmed by designated U.S. or foreign banks. The letters of credit must be opened no later than 48 hours prior to each contracted vessel's presentation for loading. Commodity suppliers are refusing to load vessels when acceptable letters of credit are not available at time of loading.

I. The Government of Kenya will be required to submit to the U.S. delegation quarterly compliance reports including shipping and arrival information (ADP) sheets, and progress toward meeting the UMR, as well as annual (due November 15 of the year following signature of the agreement) reports on progress being made on the self-help activities and the uses of the sales proceeds. (Copies of certain reports and formats were distributed by the U.S. delegation). The importance of accurate and timely reports was emphasized. The first quarterly report will cover the period October 1, 1979 through March 31, 1980 and will detail all wheat imports, by country of origin, by financing terms (commercial or concessional), by month of arrival. Compliance and self-help reports will be required until all commodities supplied under this Agreement have been fully utilized.



J. The Government of Kenya will be requested, in a subsequent letter from the U.S. Embassy, to provide the U.S. Embassy with a report indicating the programs, policies, and actions which the Government of Kenya intends to undertake to satisfy Kenya's wheat needs.

K. The U.S. Embassy must notify Washington, at least 72 hours in advance (not including U.S. holidays and weekends) of the proposed date and time for signing the Agreement;

L. Upon signature of the Agreement, the Government of Kenya should act expeditiously to make an early request for Purchase Authorization and in all matters pertaining to the purchase and delivery of the commodity in order to comply with the supply period of the Agreement (U.S. Fiscal Year 1980, October 1, 1979 through September 30, 1980);

M. The U.S. Embassy shall be the initial point of contact on all matters related to this Agreement.

II. The Kenyan delegation informed the U.S. delegation of the following:

A. Type and grade of commodity to be purchased in accordance with official U.S. standards: U.S. Number 2 hard winter wheat.

B. Proposed contracting and delivery schedules: Delivery should be in two shipments of approximately 20,400 metric tons each. The first shipment should be scheduled to arrive at Mombasa middle to late April 1980 with the second shipment scheduled to arrive in Mombasa middle to late May 1980.

C. Transportation and storage: Additional evacuators should be operating in Mombasa by the time the first wheat shipment under this sales agreement arrives in Mombasa. Transportation from Mombasa to consuming areas will be handled by the Kenya Railways, private road transporters, and Government of Kenya military and National Youth Service vehicles, if necessary. Sufficient short-term storage is available in Mombasa during the off-loading period and the national wheat storage capacity far exceeds wheat shipments under this sales agreement.

D. The names and addresses of banks, both U.S. and foreign, handling the financing operations: All financing operations will be handled by Citibank, NA, located at 339 Park Avenue, New York, New York, and Wabera Street, P. O. Box 30711, Nairobi, Kenya.

III. The Kenyan delegation assured the U.S. delegation that:

A. Appropriate Government of Kenya authorities are prepared to make transfer of funds to cover ocean freight costs to be concluded pursuant to the Agreement;

B. In addition, arrangements have been made by appropriate authorities of the Government of Kenya to relay to its Washington Embassy all instructions, information and authority necessary to enable timely implementation of the Agreement.



C. The principal contact for the Government of Kenya will be Mr. J. M. Gachui, Deputy Secretary, Office of the Vice-President and Ministry of Finance. Operational matters, particularly the compliance and self-help reports, will be the responsibility of Mr. Omondi, Deputy Secretary, Ministry of Agriculture.

D. The Kenyan delegation understands the usual marketing requirements (UMR).

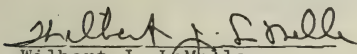
E. Wheat purchased under this sales Agreement would be imported and distributed by the National Cereals and Produce Board in accordance with distribution practices and pricing policies now being followed for domestically produced wheat;

F. The Kenyan delegation requests that the Self-Help Measures, Part II, Item V, B., Sub-para 4, be amended in the following manner:

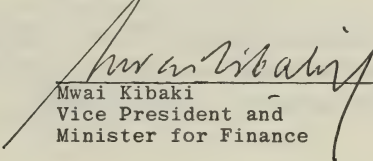
"Ministry of Works" be changed to read "Ministry of Transportation and Communication" since a recent government reorganization had transferred road maintenance responsibilities from the Ministry of Works to the new Ministry of Transportation and Communication.

IV. The Kenyan delegation informed the U.S. delegation that it was satisfied with the draft sales agreement, with negotiations, and that the Government of Kenya was prepared to sign the PL-480 sales agreement. The two delegations agreed upon 0900 Hours, March 6, for signing the Agreement.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

  
Wilbert J. LeMelle  
American Ambassador

FOR THE GOVERNMENT OF THE  
REPUBLIC OF KENYA

  
Mwai Kibaki  
Vice President and  
Minister for Finance

## TANZANIA

### Agricultural Commodities

*Agreement signed at Dar es Salaam March 19, 1980;  
Entered into force March 19, 1980.  
With minutes of negotiation.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA  
FOR THE SALES OF AGRICULTURAL COMMODITIES  
UNDER THE PUBLIC LAW 480 TITLE I<sup>[1]</sup> PROGRAM.

The Government of the United States of America and the Government of the United Republic of Tanzania agree to the sale of Agricultural commodities specified below. This Agreement shall consist of the preamble and Parts I and III of the Agreement signed June 15, 1976, <sup>[2]</sup> together with the following Part II:

PART II. PARTICULAR PROVISIONS:

Item I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (United States Fiscal Year)	<u>Approximate Maximum Quantity</u> (Metric Tons)	<u>Maximum Export Market Value</u> (Millions)
Rice	1980	14,500	Dols 5.0

Item II. Payment Terms: Convertible Local Currency Credit (40 years)

- A. Initial Payment - None
- B. Currency Use Payment - 10 percent for Section 104(A) Purposes.
- C. Number of Installment Payments - Thirty-One (31).
- D. Amount of each installment payment - approximately equal annual amounts.
- E. Due Date of First Installment Payment - Ten (10) years after the date of last delivery of commodities in each calendar year.
- F. Initial Interest Rate - Two (2) percent
- G. Continuing Interest Rate - Three (3) percent

Item III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u> (U.S. Fiscal Year)	<u>Usual Marketing Requirement</u> (Metric Tons)
Rice	1980	25,000

Item IV. Export Limitations:

- A. The export limitation period shall be United States Fiscal Year 1980 or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.
- B. For the purpose of Part I, Article III A (4) of this Agreement, the commodities which may not be exported are:  
For Rice -- Rice in the form of paddy, brown or milled.

<sup>1</sup> 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

<sup>2</sup> TIAS 8310; 27 UST 2315.

Item V. Self-Help Measures:

A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the United Republic of Tanzania agrees to undertake the following and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Expand food and storage facilities at village and district levels.

2. Expand the access of small family farms to production inputs by improving and expanding into isolated areas the programs of credit and input assistance offered by the Tanzanian Rural Development Bank to rural villages. These inputs should include seed, fertilizer, access to irrigation, and programs of pest control.

3. Submit to the U.S. Mission by July 1, 1980, a summary report detailing:

- a. The structure and performance of the Tanzanian rice sector during the period 1970-79, with projections for 1980. This should include supply/distribution, price, and trade data (import and export by country of origin) for this period.

- b. The Government of the United Republic of Tanzania's programs and policy objectives relating to the rice sector, including an assessment of the impact of these programs during the 1970-9 period on the goal of achieving self-sufficiency in rice production. Areas to be addressed should include rice pricing policies for producers and consumers, availability of production inputs and credit, and GOT policies with respect to food grain commodities substitutable for rice and their impact on rice production.



4. In collaboration with the Prime Minister's Office, Ministry of Agriculture, and the University of Dar es Salaam, the GOT shall institute a baseline study designed to generate crop reporting, input cost, marketing, and rural economic data for domestic agricultural production, especially for domestic production of PL 480-programmed commodities. The USDA, Title XII institutions, consulting firms, or international organizations may be approached for technical assistance as required, through the use of PL 480-generated funds.

Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

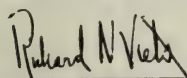
A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for the following economic development sectors: Agriculture and Rural Development.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

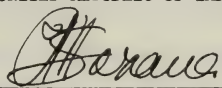
This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives duly authorized for the purpose have signed the present Agreement. Done at Dar es Salaam, in duplicate, this 19<sup>th</sup> day of March 1980.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

  
Richard N. Viets  
U.S. Ambassador to Tanzania

FOR THE GOVERNMENT OF THE  
UNITED REPUBLIC OF TANZANIA

  
Fulgence M. Kazaura  
Principal Secretary  
Ministry of Finance

MINUTES OF THE NEGOTIATION MEETINGS  
BETWEEN THE PARTIES TO THE PROPOSED  
PL 480 TITLE I FY 1980 RICE SALES  
AGREEMENT

Date and Place

Initial Meeting: March 11, 1980, Ministry of Agriculture

Subsequent Meeting: March 12, 1980, Ministry of Finance

Attending

Government of the United Republic of Tanzania Negotiating Team:

Dr. S. A. Madallali, Principal Secretary, Ministry of Agriculture

Mr. N. M. T. Kibwana, Finance Officer (Legal), Ministry of Finance

Mr. C. Y. Mpupua, General Manager, National Milling Corporation

Mr. G. J. Mwanache, Director of Procurement and Storage, National  
Milling Corporation

Mr. E. M. Andrews, Procurement Officer, National Milling Corporation

Mr. B. Tenesi, Director of Agricultural Planning, Ministry of Agriculture

Government of the United States Negotiating Team:

Mr. Peter Shirk, Food for Peace Officer, USAID/Tanzania

Mr. William Miller, Controller, USAID/Tanzania

Mr. Dirk Willem Dijkerman, REDSO/EA

The purpose of these meetings were to conduct negotiations between representatives of the Government of the United Republic of Tanzania (Tanzania) and representatives of the Government of the United States of America (United States) for a U.S. FY 1980 rice sales agreement for \$5,000,000 under the U.S. Government Public Law 480 Title I program. The following points were discussed:

1. The United States negotiating team explained that the dollar value will determine the quantity of grain procured under the agreement and that the 14,500 M.T. of rice in the agreement are illustrative of the price of rice prevailing prior to the negotiations.

2. The United States negotiating team requested that the Government of the United Republic of Tanzania make immediate payment of \$132,138.57



Approved (Initials)  
United Republic of Tanzania



Approved (Initials)  
United States of America

to Commodity Credit Corporation (CCC), United States Department of Agriculture (USDA) in order to avoid delay in signing the sales agreement. The payment due resulted from over-financing of PA TZ-7003 of FY 1977 PL 480, Title I agreement signed March 19, 1977. <sup>[1]</sup> The Tanzania negotiating team pointed out that authorization had been issued to the U.S. correspondent bank to deduct the due amount from the ocean freight differential reimbursement for credit to the CCC. A subsequent review of the financial records at the Tanzanian National Bank of Commerce (NBC) revealed that the requested deduction had not been made which resulted in the \$132,138.57 being credited to a Tanzanian account. The NBC has delivered to the United States Agency for International Development Mission to Tanzania (USAID/T) a written commitment that authorization will be sent via telex as soon as possible to the U.S. correspondent bank to transfer the amount due (noted above) to the credit of CCC.

3. The United States negotiating team noted the deletion of the initial payment (IP) and increase of the commodity use payment (CUP) from five percent to ten percent and that such action should not be construed as setting a precedent for future transactions.

4. Special Account - The Government of Tanzania agrees to establish a special account in which it will deposit the local currency generated from the sales of Title I commodities in an amount not less than the equivalent to the dollar disbursements by the Commodity Credit Corporation (CCC) to the U.S. supplier. The generated currency is to be deposited into the account no later than six months after CCC disbursement. The local currency deposited will be jointly budgeted and programmed by the Ministry of Agriculture on behalf of the Government of Tanzania and USAID/Tanzania on behalf of the USG and will be expended for purchase set forth in items V and VI of this agreement.

5. The United States negotiating team emphasized the importance of timely submission of reports on UMR compliance, shipping and arrival



Approved (initials)  
United Republic of Tanzania



Approved (initials)  
United States of America

<sup>1</sup> TIAS 8784; 29 UST 1.


information (ADP) sheets, self-help, and uses of sales proceeds as required under the standard provisions of the agreement. The Tanzania negotiating team acknowledged the reporting requirements, their importance, and agreed that operational positions within appropriate institutions would be designated and assigned responsibility for issuing required reports. The following organizations, departments/divisions, and positions will be assigned responsibility for implementation actions and/or reporting as designated below:


- a. Establishment, administration and reporting of the Special Account.  
Ministry of Finance; Budget Department; Position-Commissioner.
- b. Reporting Usual Marketing Requirement compliance, export limitation assurance, shipping and arrival information (ADP) sheets.  
National Milling Corporation; Procurement and Storage Department; Position-Director.
- c. Reporting on Self-Help and Uses of Sale Proceeds.  
Ministry of Agriculture; Agricultural Planning Department; Position-Director.

6.a. The U.S. negotiating team emphasized and the Tanzania negotiating team acknowledged problems of loading commodities on vessels in the absence of acceptable letters of credit for both commodities and freight. Tanzania negotiating team agreed that efforts would be made to insure that letters of credit for 100% of ocean transportation would be opened not later than forty-eight (48) hours prior to vessels presentation for loading.

b. U.S. negotiating team informed Tanzanian negotiating team of the following legislative and regulatory requirements:

1. Purchases of food commodities under the agreement must be made on the basis of invitations for bid (IFB) publicly advertised in the United States and on the basis of bid offering which must conform to the

  
\_\_\_\_\_  
Approved (initials)  
United Republic of Tanzania

  
\_\_\_\_\_  
Approved (initials)  
United States of America



IFB. Bid offering must be received and publicly opened in the United States.

All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.


2. The terms of all IFBs (including IFBs for Ocean Freight) must be approved by the General Sales Manager/USDA prior to issuance.


3. Commissions, fees or other payments to any selling agent seeking to obtain a contract are prohibited in any purchase of food commodities under the agreement.

4. If Tanzania nominates a purchasing agent and/or shipping agent to procure commodities or arrange ocean transportation under the agreement, Tanzania must notify the General Sales Manager/USDA in writing of such nomination and provide, along with the notification, a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the Foreign Agricultural Service, USDA in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

c. The Tanzanian negotiating team offered assurances that arrangements would be made to relay to its Washington Embassy all instructions, information, and authority necessary to enable timely implementation of the agreement.

7. The United States negotiating team stated that the usual type and grade of commodity procured under a PL 480 Title I rice sales agreement is number five, no more than twenty percent broken. The Tanzanian negotiating team stated their preference for number three, no more than fifteen percent broken. The United States negotiating team noted that a larger volume of rice could be procured if number five, twenty percent broken were selected whereupon the Tanzanian negotiating team stated their acceptance of that grade, given the need for obtaining the maximum quantity of food.

  
\_\_\_\_\_  
Approved (initials)  
United Republic Of Tanzania

  
\_\_\_\_\_  
Approved (initials)  
United States of America

## **SRI LANKA**

### **Agricultural Commodities**

*Agreement signed at Colombo March 18, 1980;  
Entered into force March 18, 1980.  
With agreed minutes.*

AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE  
GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER THE  
PUBLIC LAW 480, TITLE I [1] PROGRAM

The Government of the United States of America and the Government of the Democratic Socialist Republic of Sri Lanka agree to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III, of the Title I Agreement signed March 25, 1975<sup>[2]</sup>, together with the following Part II:

Part II - PARTICULAR PROVISIONS

Item I. Commodity Table:

<u>Commodity</u>	<u>Supply Period (U.S. Fiscal Year)</u>	<u>Approximate Maximum Quantity (Metric Tons)</u>	<u>Maximum Export Market Value (Millions)</u>
Wheat/Wheat Flour (Grain Equivalent)	1980	107,000	\$18.2

Item II. Payment Terms: (Convertible Local Currency Credit)

1. Initial Payment - 5 percent
2. Currency Use Payment - None
3. Number of Installment Payments - 31
4. Amount of Each Installment Payment - Approximately equal annual amounts
5. Due date of First Installment Payment - 10 years after date of last delivery of commodities in each calendar year
6. Initial Interest Rate - 2 percent
7. Continuing Interest Rate - 3 percent

Item III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period (U.S. Fiscal Year)</u>	<u>Usual Marketing Requirements (Metric Tons)</u>
Wheat and/or Wheat Flour (Grain Equivalent)	1980	300,000

Item IV. Export Limitations:

- A. The export limitation period shall be United States Fiscal Year 1980 or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

<sup>1</sup> 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

<sup>2</sup> TIAS 8107; 26 UST 1245.

For the purpose of Part I, Article III 4A of the Agreement, the commodities which may not be exported are: for wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same product under a different name).

Item V. Self-Help Measures:

A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Democratic Socialist Republic of Sri Lanka agrees to:

1. Develop information, statistical and analytical procedures for estimating foodgrain and other agricultural production forecasts and consumption requirements by:

(a) Placing particular emphasis on improving the gathering and compilation of statistical data and information as it relates to agriculture;

(b) Strengthening data gathering program for sub-sector studies by placing emphasis on small farmers to evaluate methods of obtaining agricultural inputs, production trends, and utilization of small farm products; and

(c) Developing a data collection and analysis system which could be used to monitor and evaluate agricultural development activities, including self-help measures.

2. Expand and improve storage and warehouse facilities for rice, other foodgrains and food commodities, particularly those located at inland terminal locations, markets, villages and towns, and port areas so as to:

(a) Upgrade storage, handling and distribution of agricultural commodities;

(b) Improve the marketing and distribution of small farm production;

(c) Reduce losses due to pests and spoilage;



(d) Improve the coordination and scheduling of grain imports (under both concessional and commercial terms) with domestic production and the availability of storage; and

(e) Train management personnel of grain storage and distribution facilities.

3. Upgrade reforestation and dry land and watershed management programs.

Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

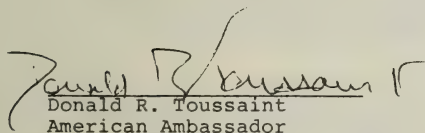
A. The proceeds accruing to the importing country from the sales of the commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for the following development sectors: agriculture, water resources, and population planning.


B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Colombo this eighteenth day of March, 1980.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE  
DEMOCRATIC SOCIALIST REPUBLIC  
OF SRI LANKA:

  
Donald R. Toussaint  
American Ambassador

  
C. P. Chanmugam  
Acting Secretary  
Ministry of Finance and Planning

TIAS 9737

## [AGREED MINUTES]



EMBASSY OF THE  
UNITED STATES OF AMERICA  
Colombo, Sri Lanka

March 18, 1980

Mr. M. A. Mohamed, Acting Director  
Department of External Resources  
Ministry of Finance and Planning  
Ceylinco House - 2nd Floor  
Colombo 1

Dear Mr. Mohamed:

This letter will constitute the agreed minutes of our negotiations on the Agreement between our Governments to be signed on March 18, 1980, for sales of agricultural commodities.

Discussions began with a general review of the provisions of Public Law 480 and of A.I.D.'s airgram AIDTO Circular A-487 dated July 4, 1974, the contents of which are incorporated herein by reference. It was further understood and agreed that:

1. Purchase authorizations issued under this Agreement will contain requirements that invitations for bids (IFBs) for both commodity and freight must be submitted to the Office of the General Sales Manager, U.S. Department of Agriculture (USDA), Washington, for approval prior to their release to prospective bidders. The primary purpose of this requirement is to enable the USDA to ensure that invitations do not contain terms or conditions which may be in conflict with purchase authorization terms and P.L. 480 financing regulations. Prior review of invitations will also give the USDA specialists an opportunity to provide advice and assistance in assuring realistic commodity delivery schedules and maximum flexibility in matching the available shipping to the commodity contracts.
2. The Government of Sri Lanka shall promptly open letters of credit for both commodities and freight after the USDA issues the purchase authorizations and commodities are purchased and vessels booked.
3. Purchases of food commodities under the Agreement must be made on the basis of IFB publicly advertised

in the United States and on the basis of bid offerings which must conform to the IFB. Bid offerings must be received and publicly opened in the United States. All awards under IFBs must be consistent with open, competitive, and responsive bid procedures.

4. Commissions, fees, or other payments to any selling agent are prohibited in any purchase of food commodities under the Agreement.
5. If the Government of Sri Lanka nominates a purchasing agent and/or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the Government of Sri Lanka must notify the General Sales Manager, USDA, in writing of such nomination and provide along with the notification a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager's office in accordance with new regulatory standards designed to eliminate certain potential conflicts of interest.
6. Purchase Authorizations will be issued under the Agreement only after the U.S. Secretary of Agriculture has determined under the Bellmon Amendment (Section 401(b) of P.L. 480 that: (i) adequate storage facilities are available in the recipient country at the time of exportation to prevent the spoilage or waste of the commodity, and (ii) the distribution of the commodity in the recipient country will not result in a substantial disincentive to domestic production and marketing.
7. With regard to the determination of adequate storage facilities, the Government of Sri Lanka will provide the Embassy with a statement with supporting analysis that adequate facilities are expected to be available to handle (including port facilities), store, and distribute the commodity provided under the Agreement during the proposed delivery periods without spoilage or waste. This information will have to be updated at a later date based on actual conditions (including port congestion) relevant to specific delivery periods prior to the issuance of each purchase authorization.
8. To assist the U.S. Secretary of Agriculture in making the necessary determinations, the Government of Sri Lanka will provide the Embassy with the following

information at least five working days before signing the Agreement: (i) the type and grade of commodity to be purchased in accordance with official U.S. standards; (ii) the proposed contracting and delivery schedules; (iii) the names and addresses of banks, both U.S. and foreign, which will be handling financial operations; and (iv) assurance that appropriate authorities of the Government of Sri Lanka are prepared to make immediate transfers of funds to cover ocean freight costs and to meet the initial payment requirement related to contracts to be concluded pursuant to the Agreement. As a general rule, purchase authorizations will not be issued until the USDA has received this information by cable from the Embassy.

9. Arrangements have also been made by the Government of Sri Lanka to relay to the Sri Lanka Embassy in Washington all instructions, information, and authority necessary to enable timely implementation of the Agreement, including: (i) commodity specifications, (ii) contracting and delivery periods, (iii) the names and addresses of U.S. and foreign banks handling transactions (e.g., letters of credit of commodity and freight), (iv) authority to request and sign purchase authorizations and other necessary documents, (v) complete instructions, information and authority regarding arrangements for purchasing commodities and contracting for freight (including the appointment of purchasing and/or shipping agents if applicable), and (vi) instructions to contact the Program Operations Division, Office of the General Sales Manager, USDA, regarding the foregoing.
10. The Government of Sri Lanka was informed that commodity suppliers in the United States are refusing to load vessels when acceptable letters of credit for both commodity and freight suppliers are not available at the time of loading. This has resulted in costly claims by vessel owners for demurrage and/or detention of claims and carrying charges by commodity suppliers. Delays in opening letters of credit and settlement of the final ten percent of freight will also result in higher commodity prices and freight rates. As a consequence, letters of credit must be opened for 100 percent of the ocean freight charges in favor of the supplier of ocean transportation prior to the vessel's presentation for loading.



11. The Government of Sri Lanka will take appropriate measures to ensure that operable letters of credit for both commodity and freight will be opened, and confirmed by designated U.S. banks immediately after contracting under each Purchase Authorization is concluded, and before vessels arrive at loading ports.
12. The usual marketing requirement (UMR) in Part II, Item III, of the Agreement is 300,000 metric tons of wheat and/or wheat flour (grain equivalent basis) for import through normal commercial channels during U.S. Fiscal Year 1980. In accordance with a long term commitment, the United States Government expects to increase the UMR, in consultation with other supplier countries, under future agreements until the UMR is returned to the five year average of commercial imports.
13. Sri Lanka will continue commercial imports of wheat and/or wheat flour from the United States and third countries during FY 1980 in keeping with section 103(o) of P.L. 480 and Part I, Article III(A) (2) of the Agreement.
14. Particular attention was drawn to Part I, Article I(E), of the Agreement signed March 25, 1975, which provides that the export market value specified in Part II may not be exceeded. This means that if commodity prices increase over those used in determining the market value indicated in Part II of the Agreement, the quantity to be financed under the Agreement will be less than the approximate maximum quantity set forth in Part II. Should commodity prices decrease, however, the quantity of commodity to be financed will be limited to that specified in Part II.
15. If the Government of Sri Lanka imports wheat flour on concessional terms during 1980 it also will purchase wheat flour under this Agreement.
16. Section 106(b) and 109(A) of P.L. 480 requires:  
(i) specific emphasis on implementation of self-help measures so as to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm

- agriculture; and (ii) use of proceeds for purposes which directly improve the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country. These requirements are reflected in the Agreement text Part II, Items V and VI.
17. Wheat bran, offals and middlings are excluded from the list of commodities that may not be exported under Part II, Item IV, of the Agreement.
  18. Reporting is an essential part of the P.L. 480 Title I Program. Discussions were held with the Government of Sri Lanka about its responsibilities for submission of timely reports on compliance, shipping and arrival information (ADP sheets) (Article III(D)), self-help (Article III(C)), and use of sales proceeds (Article III(F)), as required under the provisions of the Agreement.
  19. The self-help measures contained in Part II, Item V of the Agreement are a continuation and amplification of the measures covered in the FY 1979 Title I Agreement. Any future P.L. 480 programs will be dependent on Government of Sri Lanka performance on these measures and the submission of a complete report to the American Embassy on the action and progress taken in the implementation of these self-help measures.
  20. For identification and publicity of the commodities to be received, in accordance with Part I, Article III(I), of the March 25, 1975, Agreement, the Government of Sri Lanka will insure insofar as practicable that food commodities are marked or identified at point of distribution or sale as being provided on a concessional basis to the Government of Sri Lanka by the people of the United States. In addition, the Government of Sri Lanka will publicize to the people of Sri Lanka, by public media and other means, including newspapers and radio, that the commodities are being provided on a concessional basis through the friendship of the American people. Quarterly reports on measures taken to implement these requirements will be submitted on the same schedule as other quarterly reporting required under the Agreement.

Please sign and return to me the attached copy of this letter to serve as a record of the matters on which we have agreed during negotiations of the new P.O. 480, Title I Sales Agreement.

Sincerely yours,

*Marvin J. Hoffenberg*  
Marvin J. Hoffenberg  
First Secretary  
Economic/Commercial

I concur in the above statements

*M. A. Mohamed*  
M. A. Mohamed, Acting Director  
Department of External Resources  
Ministry of Finance and Planning





## GHANA

### Agricultural Commodities

*Agreement signed at Accra April 14, 1980;*

*Entered into force April 14, 1980.*

*With agreed minutes.*

*And related letter signed at Accra February 15, 1980.*

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### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GHANA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Ghana have agreed to the sales of agricultural commodities specified herein. This agreement shall consist of The Preamble;

Part I—General Provisions;

Part II—Particular Provisions; and

Part III—Final Provisions

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GHANA FOR SALES OF AGRICULTURAL COMMODITIES**

The Government of the United States of America and the Government of Ghana:

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Government of Ghana (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended [<sup>1</sup>] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

**PART I - GENERAL PROVISIONS**

**ARTICLE I**

- A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

<sup>1</sup> 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

- B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:
  - 1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
  - 2. the availability of the specified commodities at the time of exportation.
- C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.
- D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.
- E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.
- F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.
- G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall



- open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.
- H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

## ARTICLE II

### A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

### B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part IX of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for Currency Use Payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104 (a), (b), (e) and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

### C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein.



Special provisions relating to the sale are also set forth in Part II.

**D. Credit Provisions**

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the Initial Payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

- a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.
- b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.
3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter the interest shall be computed

at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20520, unless another method of payment is agreed upon by the two governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency) shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential); provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country, the exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

### G. Computations

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

### H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects.

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations, or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

## ARTICLE III

### A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. Insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.



2. Take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.
3. Take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America).
4. Take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. The following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and



4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

**E. Procedures for Reconciliation of Adjustment of Accounts**

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

**F. Definitions**

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initiated on behalf of the carrier,
2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and
3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

**G. Applicable Exchange Rate**

For the purpose of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.
2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this Section G.

TIAS 9738

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103 (1) of the Act.

## PART II – PARTICULAR PROVISIONS

Item I. Commodity Table

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Ex- port Market Value (Millions)
Wheat/Wheat Flour (Wheat Basic)	1980	33, 500	5. 7
Corn/Sorghum	1980	30, 000	3. 4
Rice	1980	10, 000	3. 6
			Total Dollars 12. 7

Item II. Payment Terms: Convertible Local Currency Credit (40 years)

- A. Initial Payment – Five (5) percent.
- B. Currency Use Payment – Ten (10) percent for Section (104(a)) purposes.
- C. Number of installment payments – Thirty-one (31).
- D. Amount of each installment payment – approximately equal annual amounts.
- E. Due date of first installment payment – Ten (10) years after the date of last delivery of commodities in each calendar year.
- F. Initial interest rate – Two (2) percent.
- G. Continuing interest rate – Three (3) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat/Wheat Flour (Wheat Basis)	1980	97, 500
Feed Grains	1980	26, 400
Rice	1980	16, 000

**Item IV. Export Limitations****A. Export limitation period:**

The export limitation period shall be United States Fiscal Year 1980, or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

**B. Commodities to which export limitations apply:**

For the purposes of Part I Article III A (4) of this Agreement, the commodities which may not be exported are: For Wheat/Wheat Flour—wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same products under a different name); for corn/sorghum—corn, cornmeal, barley, grain sorghum, rye, oats, and any other feed grains including mixed feeds containing predominantly such grains; for rice—rice in the form of paddy, brown or milled.

**Item V. Ghana – Proposed FY 1980 P.L. 480 Self-Help Measures**

A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Ghana agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Undertake activities to adjust agricultural price policies and subsidies to encourage increased domestic production of food crops. As part of this effort, the GOG will:

Designate a unit within the Ministry of Agriculture to undertake a comprehensive study of the agricultural price policies of the GOG and their relationship to costs of production, returns to producers, and level of domestic agricultural production. The study will provide guidance to the GOG during future decisions on pricing policy and subsidy adjustments. As part of the development of a long-term policy to guide the gradual elimination of controlled prices for basic food commodities, as domestic food production increases.

2. Implement programs to increase the production of food crops by small-scale farmers in Ghana. These efforts should include:

A. Improving the availability of agricultural inputs, including improved seeds, tools, spare parts, fertilizer, and pesticides, while at the same time eliminating subsidies and expanding lending operations through the Agricultural Development Bank and related institutions to allow farmers access to credit for necessary inputs.

B. Expanding and Improving Small-Scale Irrigation Schemes, in the Northern and Upper Regions.



3. Implement programs to improve the storage, marketing, and distribution of agricultural production throughout Ghana. These efforts should include:

A. Upgrading and repairing local food and feed storage facilities in each of the regions and as part of this effort, providing training in grain storage management and planning to appropriate GOG officials.

B. Improving farm-to-market food distribution including programs of transportation services and feeder road construction, repair, and maintenance.

Item VI. Economic development purposes for which proceeds accruing to importing country are to be used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be programmed jointly by the Government of Ghana and the Agency for International Development and used for financing the self-help measures set forth in Item V, above, and for local costs in Ghana of priority development projects approved by the two governments in the agricultural and rural development sectors.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

#### PART III—FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This agreement shall enter into force upon signature.

B. IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Accra, Ghana, in duplicate, this 14th day of April, 1980.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF  
AMERICA

THOMAS W. M. SMITH

*Ambassador*

FOR THE GOVERNMENT  
OF GHANA

A NIKOI

*Minister of Finance and  
Economic Planning*



**Official Agreed Minutes of Negotiating Sessions of  
P.L. 480 Title I Agreement With the Government of Ghana  
on February 5 and 11, 1980**

At 1030 on 5 February both teams opened negotiations in the office of Minister of Finance and Economic Planning. Those present were: Minister A. Nikoi, Deputy Minister Nyakotey, Principal Secretary Mrs. Chinery-Hesse, Principal Economic Planning Officer T. K. Ollenu, America Desk Officer J. Oturoku and Food Aid Officer Ms. M. Clarke; on the U.S. side, DCM E. Holmes, AID Mission Director I. D. Coker, and Food for Peace Officer W. Carter.

Greetings were exchanged. Mr. Holmes read from a prepared statement quoting dollar amounts and tonnages for this year's P.L. 480 Title I program. He mentioned that any additional commodities during this fiscal year would be dependent on additional appropriation by Congress, Ghana's operational performance on the program, the proper development use of cedi counterpart funds, and on Ghana's progress towards stabilization of the economy. Mr. Holmes went on to encourage constructive measures in the area of economic reform and praised the Government of Ghana's priority commitment to increasing agricultural production.

Minister Nikoi thanked Mr. Holmes for his remarks and for the commodities being offered under P.L. 480 Title I. He said he hoped additional commodities could be programmed during the current fiscal year, especially industrial raw materials with priority given to cotton, tallow and tobacco.

Minister Nikoi said he thought there would be no major obstacles to a speedy signing of the agreement.

With the exceptions of Minister Nikoi, Deputy Minister Nyakotey and DCM Holmes, the negotiating teams adjourned to the office of the Principal Secretary, Mrs. Chinery-Hesse. In this meeting Mr. Coker spelled out the specifics of the agreement and made a number of points.

It was agreed from the outset by both parties that detailed official minutes of negotiation sessions would be kept and initialled.

The following points were highlighted by AID Mission Director, Coker:

"(1) The FY80 Title I agreement reinforces the United States' long-standing commitment to Ghana's economic development. We all recognize the need for close vigilance over the economy, as well as the need for the implementation of basic reforms—some, of which, are already being undertaken. We hope, in accordance with the economic reconstruction program, that your government later in the year can successfully negotiate an agreement with the IMF.

(2) The U.S. Government is pleased to note the first priority status given to agriculture by President Limann, as recently noted in his Sessional Address to Parliament. We now look forward

toward the implementation of specific measures to stimulate agricultural production and to improve food storage and distribution facilities, as evidence of this commitment to agriculture.

(3) We want to make every effort to avoid the costly and damaging delays that occurred with last year's program because of persistent problems experienced with the issuance of instruction for the opening of commodity and freight letters of credit. Therefore, we need assurances that appropriate GOG authorities are prepared to make prompt transfer of funds to cover initial payment and ocean freight costs on commodities purchased under the agreement. We would like to receive from you ironclad assurances that operable letters of credit will be opened and confirmed by U.S. commercial bank(s), previously named by you, as soon as commodities are purchased and ocean freight booked.

(4) We would also like to suggest at this time that a committee be set up, possibly a sub-group of members here today, to coordinate all activities concerning the P.L. 480 agreement, including banking arrangements, compliance and self-help reporting and most importantly, use of currency generations. We believe that if all these activities are to be properly carried out, the time and concentrated efforts of several people are required.

(5) We continue to place high priority on the submission of timely reports relating to this P.L. 480 program. Particular emphasis should be given to getting the quarterly compliance reports in on time. However, shipping and arrival information (ADP) sheets, self-help and use of sales proceeds reports, are also of equal importance. These are due in accordance with Part I, Article III (C) and (D) and Exhibit B of 10 FASR 300, "Field Compliance Responsibilities for Certain Operations under Title I of the Agricultural Trade Development and Assistance Act, as Amended."

(6) The U.S. Government will be insisting and closely monitoring that all compliance reporting be both current and accurate and that UMR's be strictly adhered to in accordance with the provisions of the FY 1979 Agreement. It appears that there were UMR shortfalls on agreed amounts of commercial imports in FY 1979.

(7) In order to expedite the implementation of this agreement after signature, we remind you to make an early request through your Washington Embassy for purchase authorizations (PA's) from USDA/OGSM. Also, please inform us of the person in your Washington Embassy who will be backstopping this FY80 program.

(8) However, please realize before purchase authorizations can be issued, we require the following information in writing as soon as possible:

- a) type and grade of commodities to be purchased in accordance with official U.S. standards;
- b) proposed contracting and delivery schedules. (Note that quote delivery unquote means delivery to vessel at U.S. port.);

- c) names and addresses of Ghanaian and U.S. Commercial Banks through which banking operations will be handled and through which L/C's for commodity and ocean freight will be opened;
  - d) port breakdown on amounts of commodities to be delivered to Tema and amounts for Takoradi;
  - e) whether or not maize consignment should be bagged or whether bags, needles and twine should accompany cargo.
- (9) Assurances should be given that arrangements have been made by appropriate authorities to relay to your Washington Embassy all instructions, information and authority necessary to ensure timely implementation of the agreement including,

- (1) operational reporting information outlined above;
- (2) complete instructions regarding arrangements for purchasing commodities and contracting for freight (including appointment of purchasing and/or shipping agent if applicable,) and
- (3) instructions to contact the Program Operations Division, Office of the General Sales Manager, USDA, Telephone (202) 447-5780.

(10) If you nominate a purchasing or shipping agent to procure commodities or arrange ocean transportation, you must notify the General Sales Manager USDA, in writing, of such nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the Office of the Sales Manager in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

(11) As was the case last year, purchases of food commodities under the P.L. 480 Agreement must be made on the basis of invitations for bids (IFB's) publicly advertised in the United States and on the basis of bids (offers) which must conform to the IFB. Bids must be received and publicly opened in the U.S. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures. (NOTE: Terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager, USDA, prior to issuance.)

(12) With last year's shipments, there was no problem being granted priority berthing privileges for each vessel. We would like to have your assurances on this for shipments under this agreement also.

(13) A few final remarks on letters of credit:

- a) Commodity and ocean freight suppliers may refuse to load vessels when acceptable L/C's for commodities/ocean freight are not available at time of loading. This can result in costly claims by vessel owners (i.e., demurrage) and by commodity suppliers (carrying charges).
- b) Ocean Freight L/C's: Promptly after contracting for U.S. flag shipping space and not later than 48 hours prior to the



- presentation of vessel for loading, your government or purchasers authorized by it must open an operative letter of credit in favor of the supplier of the ocean transportation for 100 percent of the estimated cost of ocean freight.
- c) In accordance with Section 17.9 (M) of the Title I financing regulations, where the ocean freight contract provides for demurrage/dispatch, 90 percent must be paid promptly on arrival of cargo. The remaining 10 percent, less dispatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of dispatch the owner should receive the 10 percent less dispute dispatch or, if there is demurrage, the full percent plus the demurrage not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from ocean freight.

(14) Most importantly, to comply with P.L. 480 legislation, Washington must be given assurances that at the time of delivery of Title I commodities to Ghana, there will be the capability to receive, store and distribute them. Accordingly, an arrival schedule should be compiled and submitted to the USAID on other shipments to be delivered in April—July timeframe. In this way, we can ascertain that ports will not be clogged, that adequate storage space will be available to prevent spoilage and waste and that normal marketing activities will not be disrupted. This same legislation requires that concessional Title I sales should not act as a substantial disincentive to local agricultural production. We request a statement attesting to this.

(15) The Government of Ghana should confirm that a representative of the U.S. government will have continuous access to receiving, storage and distribution points for P.L. 480 Title I commodities. We also seek your assurances that you will take the measures necessary to prevent blackmarketing and smuggling activities.”

Mrs. Chinery-Hesse thanked Mr. Coker for his comments. She said she would only have a few questions at this time and scheduled a second meeting for 11 February at 1100 hours.

Mrs. Chinery-Hesse asked about the availability of white maize in lieu of yellow maize and for a list of U.S. shipping agents. The U.S. team indicated it would try to fulfill these requests by the 11 February meeting.

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#### Meeting of 11 February 1980

Ghanaian Negotiators:

Leader: Mrs. Mary Chinery-Hesse    Principal Secretary, Ministry  
of Finance and Economic  
Planning



Team Members:	T. K. Ollenu	Principal Economic Planning Officer, Ministry of Finance & Economic Planning
	J. O. Oturoku	AEPO, Ministry of Finance and Economic Planning
	B. D. Amegatcher	State Attorney, Attorney-General's Dept.
	D. B. Arthur	Commercial Officer, Ministry of Trade & Tourism
	M. Clarke	Food Aid Officer, Ministry of Finance & Economic Planning
	Mary Adjorlolo	Ministry of Foreign Affairs

American Negotiators:

Leader: Mr. Irvin D. Coker, AID Mission Director

Team Members: Robert P. Coe, Economic Officer  
William M. Carter, Food for Peace Officer

Session began at 1115 hours in Mrs. Mary Chinery-Hesse's office.

Mr. Coker cited minor changes to the draft agreement distributed at the 5 February session. These were as follows:

Maximum Export Market Value for Corn/Sorghum is \$3.4 million and not \$3.6 million and for Rice \$3.6 million and not \$3.4 million. Also the UMR for Feed Grains is 26,400 MT and not 28,600 MT.

Mrs. Chinery-Hesse said the GOG had few comments and asked that only the following changes be made:

- A. A side letter should be added to the agreement that clearly explains the terms: "Approximate Maximum Quantity" and "Maximum Export Market Value";
- B. Self-Help measures 1 parts A and B should be merged to read:
  1. Undertake activities to adjust agricultural price policies and subsidies to encourage increased domestic production of food crops. As part of this effort, the GOG will:

Designate a unit within the Ministry of Agriculture to undertake a comprehensive study of the agricultural price policies of the GOG and their relationship to costs of production, returns to producers, and level of domestic agricultural production. The study will provide guidance to the GOG during future decisions on pricing policy and subsidy adjustments, as part of the development of a long-term policy to guide the gradual elimination of controlled prices for basic food commodities, as domestic food production increases.

The Ghanaian negotiator said she hoped that before the end of February or the first week of March the agreement would have passed through the constitutional process. She also stressed that the P.L. 480 Title I document had been reviewed by the Auditor-General,

Accountant-General, Bank of Ghana, Ministry of Agriculture, Ghana National Procurement Agency and Grains Warehousing Company in addition to the offices represented on the team. All these entities are firmly committed to the requirements and responsibilities of the agreement.

The following specific assurances were sought by the USG team and were given by the GOG team, with follow-up responsibility designated to a team made up of a member each from (1) Ministry of Finance and Economic Planning, (2) Accountant-General and (3) Bank of Ghana. The coordinating Ministry would be Finance and Economic Planning and the USAID/FFPO would act in an advisory capacity.

1. Priority berthing for vessels with P.L. 480 Title I cargo. GOG officials said that the GOG would grant to the best of its ability, priority berthing at Ghanaian ports to vessels carrying P.L. 480 Title I commodities under this agreement.
2. Black marketing and Smuggling. GOG officials gave assurances that, to the best of its ability, the GOG would ensure that black marketing and smuggling of Title I commodities would be prevented.
3. Receiving, Storing, Distributing. The GOG officials reiterated and gave full assurance on their Government's ability to adequately receive, store and distribute all P.L. 480 Title I commodities. Also, normal marketing would not be disrupted because of Title I imports.
4. Banking and Financial Arrangements. The GOG negotiators assured the U.S. negotiators that appropriate measures would be taken to establish an operable Letter of Credit for both commodity and freight which would be confirmed by designated U.S. banks immediately after contracting under each Purchase Authorization is concluded, and before vessels arrive at loading ports; and with particular regard to ocean freight the Letters of Credit for 100% of ocean freight charges would be opened in favor of the supplier of the ocean transportation at least 48 hours prior to vessel's presentation for loading.
5. Access. The GOG negotiators assured the U.S. negotiators that representatives of the USG would have continuous access to receiving, storage and distribution points for P.L. 480 Title I commodities.
6. UMR and Export Limitations. GOG negotiators assured USG negotiators that they would meet their UMR and export limitation commitments. GOG negotiators also stated that no official exports of commodities provided under the P.L. 480 Agreement would be registered.
7. Self-Help and Compliance Reporting. GOG negotiators said they would meet all their reporting obligations.

The GOG team stated that their Deputy Ambassador in Washington, Mr. E. A. Akueteh, would handle the Title I arrangements in the U.S.

The GOG team also said new banking procedures would be in effect for this year's program and that the Bank of Ghana would not be handling all of the details. The U.S. bank remains the same as last year, Chemical Bank of New York.

DONE at Accra, Ghana in duplicate, this 14th day of April 1980.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF  
AMERICA

THOMAS W. M. SMITH

*Ambassador*

I D COKER

I. D. Coker

*Mission Director*

FOR THE GOVERNMENT OF  
GHANA

A NIKOI

*Minister of Finance and  
Economic Planning*

MARY CHINERY-HESSE

Mrs. Mary Chinery-Hesse

*Principal Secretary  
Ministry of Finance & Economic  
Planning*

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[RELATED LETTER]

U.S. AGENCY FOR INTERNATIONAL DEV.,  
P.O. BOX 1630  
ACCRA, GHANA

FEBRUARY 15, 1980

DR. AMON NIKOI

*Minister of Finance & Economic Planning*

*Ministry of Finance & Economic Planning*

*P.O. Box M.76*

*Accra, Ghana.*

DEAR MR. MINISTER:

Subject: P.L. 480 Title I

As a follow-up to our negotiating session, please find below a more detailed explanation of the terms: "Approximate Maximum Quantity" and "Maximum Export Market Value" found on page 11 under Part II.

The export market value specified in Part II may not be exceeded. This means that, if commodity prices increase over those used in Part II of the agreement, the quantity to be financed under the agreement will be less than the approximate maximum quantity set forth in Part II. However, should actual prices be lower at the time of

purchase, the Government of Ghana may purchase up to the maximum export market value.

Sincerely yours,

IRVIN D. COKER

Irvin D. Coker  
*Mission Director*



# INTERNATIONAL COFFEE ORGANIZATION

## Reimbursement of Income Taxes

*Agreement effected by exchange of letters  
Signed at London March 20 and 25, 1980;  
Entered into force March 31, 1980;  
Effective January 1, 1980.*

*The American Ambassador to the Executive Director, International  
Coffee Organization*

EMBASSY OF THE UNITED STATES OF AMERICA  
LONDON

March 20, 1980

Mr. A. Beltrao  
Executive Director  
International Coffee Organization  
22 Berners Street  
London W1

Dear Mr. Beltrao:

I have been authorized to inform you that the United States Government can reimburse the International Coffee Organization for the sums utilized to reimburse personnel subject to payment of U.S. income tax in order to equalize the remuneration of such personnel and that of staff members of the ICO not subject to national taxes. To do this, I propose below a formal agreement establishing the procedure:

"The United States Government understands that the International Coffee Agreement (ICO) will reimburse ICO staff members who are U.S. citizens, or otherwise liable to pay U.S. income taxes, for any U.S. income taxes paid on their ICO income through a special suspense account. The U.S. Government will be obligated to pay a tax equalization charge as part of its annual payment to the ICO to compensate this special suspense account. This charge will cover actual reimbursements made by the ICO to employees subject to U.S. income taxes. This agreement does not cover employees paid from voluntary funds.

This agreement may be terminated by either party. Termination shall take effect one year from the date that notice of termination is given."

Your concurrence in the above paragraph by letter will constitute the agreement between the United States Government and the International Coffee Organization

formalizing the tax reimbursement procedure which will enter into force as of January 1, 1980.

Sincerely,

Kingman Brewster

Kingman Brewster  
Ambassador

*The Executive Director, International Coffee Organization, to the  
American Ambassador*

INTERNATIONAL COFFEE ORGANIZATION

22 BERNERS STREET, LONDON, W1P 4DD, ENGLAND

25 March 1980

His Excellency  
The Honourable Kingman Brewster  
Ambassador of the United States of America  
American Embassy  
Grosvenor Square  
London W1A 1AE

Dear Ambassador,

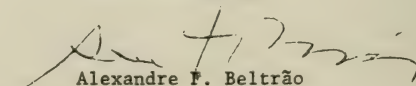
Thank you for your letter of 20 March 1980 proposing a formal agreement by which the United States Government will compensate the International Coffee Organization (ICO) for the sums utilised to reimburse staff subject to the payment of U.S. income taxes. You proposed agreement to the following text, which would establish the procedure:

"The United States Government understands that the International Coffee Organization (ICO) will reimburse ICO staff members who are U.S. citizens, or otherwise liable to pay U.S. income taxes, for any U.S. income taxes paid on their ICO income through a special suspense account. The U.S. Government will be obligated to pay a tax equalization charge as part of its annual payment to the ICO to compensate this special suspense account. This charge will cover actual reimbursements made by the ICO to employees subject to U.S. income taxes. This agreement does not cover employees paid from voluntary funds.

This agreement may be terminated by either party. Termination shall take effect one year from the date that notice of termination is given."

I am happy to indicate the concurrence of the International Coffee Organization to the above text, on the understanding that it concerns all U.S. income taxes levied on income received from the ICO, and to acknowledge that this exchange of letters constitutes the agreement between the United States Government and the International Coffee Organization formalising the tax reimbursements procedure which will enter into force upon receipt of this letter and will cover reimbursements beginning with taxes paid for calendar year 1980.

Yours sincerely,



Alexandre F. Beltrão



## TOGO

### **Finance: Consolidation and Rescheduling of Certain Debts**

*Agreement signed at Lome March 28, 1980;  
Entered into force May 2, 1980.*

AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND THE REPUBLIC OF TOGO  
REGARDING THE CONSOLIDATION AND RESCHEDULING OF  
CERTAIN DEBTS OWED TO, GUARANTEED OR INSURED  
BY THE UNITED STATES GOVERNMENT  
AND THE EXPORT-IMPORT BANK OF THE UNITED STATES

The United States of America (the "United States")  
and the Republic of Togo ("Togo") agree as follows:

ARTICLE I

## APPLICATION OF THE AGREEMENT

1. In accordance with the provisions of the understanding reached on June 15, 1979 (the "Understanding") among representatives of certain nations, including the United States, and agreed to by the representative of Togo, the United States and Togo hereby agree to consolidate and reschedule certain Togolese debts which are owed to, guaranteed by or insured by the United States and the Export-Import Bank of the United States (Eximbank), as provided for in this Agreement.
2. This Agreement shall be implemented by a separate agreement (the "Implementing Agreement") between Togo and Eximbank.

ARTICLE II

## DEFINITIONS

1. "Contracts" means those loan agreements and notes pertaining to the transactions identified by the numbers listed in Annex A, executed prior to January 1, 1979 and with original maturities of more than one year.
2. "Debt" means the following obligations with respect to Contracts:
  - A. The sum of principal and interest, payable with respect to Contracts and due prior to and remaining unpaid on April 5, 1979; and
  - B. The sum of principal and interest, payable with respect to Contracts and due during the period April 6, 1979 through March 31, 1980.
3. "Arrearages" means the United States dollar amount of the Debt referred to in 2(A) above.
4. "Consolidated Debt" means eighty percent of the United States dollar amount of the Debt, referred to in 2(B) above.
5. "Interest" means interest on Consolidated Debt and Arrearages which shall begin to accrue at the rates set forth in this Agreement (A) on April 6, 1979 for Arrearages and (B) on the respective due dates specified in each of the Contracts for each scheduled payment of Consolidated Debt; and shall continue to accrue until the Arrearages and Consolidated Debt are repaid in full. "Additional Interest" means interest on due but unpaid installments, as specified in Article III hereof, of Arrearages, Consolidated Debt and Interest. Additional Interest shall accrue from such dates of unpaid installments of Arrearages, Consolidated Debt and Interest, until such amounts are paid in full.

ARTICLE III

## TERMS AND CONDITIONS OF PAYMENT

1. Togo agrees to repay the Arrearages, Consolidated Debt and Interest in United States dollars in accordance with the following terms and conditions:
  - A. The Arrearages amounting to \$662,419.50 shall be repaid in six equal installments as follows: The first installment shall be repaid on March 31, 1980; the remaining five installments shall be paid semiannually beginning on June 30, 1980 and ending on June 30, 1982;
  - B. The Consolidated Debt relating to Debt falling due during the period April 6, 1979 through March 31, 1980 and amounting to \$1,400,017.70 shall be repaid in twelve equal semiannual installments, commencing on December 31, 1982, with the final installment payable on June 30, 1988;
  - C. The rate of Interest shall be 8.125 percent per calendar year on the outstanding balance of Arrearages and Consolidated Debt. All interest payable with respect to the Arrearages and Consolidated Debt shall be paid semiannually on December 31 and June 30 of each year with the exception of the first Interest installment which shall be paid on March 31, 1980, unless otherwise specified in the Implementing Agreement. The rate of Additional Interest shall be the same as the rate of Interest; and
  - D. A table summarizing the amounts of the Consolidated Debt and Arrearages is attached hereto as Annex B.
2. It is understood that adjustments may be made by Eximbank in the Implementing Agreement in the amounts of Consolidated Debt specified in paragraph 1(B) of this Article.

ARTICLE IV

## GENERAL PROVISIONS

1. As provided for in paragraph 8 of the Understanding, Togo undertakes to secure from private creditors, including banks, financing or refinancing arrangements comparable to those detailed in this Agreement, making sure to avoid any discrimination between different categories of creditors.
2. Togo agrees to grant the United States and Eximbank, and any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or agency thereof for the consolidation of debts covered by the Understanding.



3. Except as they may be modified by this Agreement or the subsequent Implementing Agreement, all other terms and conditions of the Contracts remain unchanged. In particular, Togo agrees to pay that portion of the Debt described in Article II paragraph X(B) not constituting Consolidated Debt and Interest on such Debt as provided in the Contracts. Any payment on the twenty percent of the Debt not constituting Consolidated Debt due from April 6, 1979, to the date of signing of this Agreement and unpaid as of the date of signing of the Agreement shall be due within one month of the date of signing.

#### ARTICLE V

##### ENTRY INTO FORCE

This Agreement shall enter into force upon receipt by Togo of written notice from the United States Government that domestic United States laws and regulations covering debt rescheduling concerning this Agreement have been complied with.<sup>[1]</sup>

---

<sup>1</sup> May 2, 1980.

ANNEX A

## LOAN AGREEMENTS AND NOTES SUBJECT TO RESCHEDULING

Direct Loans

5599

Financial Guarantees

5600

Bank Guarantees

G-0080-0025

ANNEX B

Estimated payments falling due from April 6, 1979 through March 31, 1980

Direct Loan No. 5599

Obligor - Republic of Togo

Borrower - Grumman American Aviation Corporation

Product - One Executive Aircraft

Final Maturity - December 5, 1981

Authorized - August 12, 1974

Interest due as of June 29, 1979 - 505.52 dollars

Payment due on December 5, 1979 - 321,417.90 dollars

consisting of principal 267,726.00 dollars and interest 53,691.90 dollars.

Financial Guarantee No. 5600

Obligor - Republic of Togo

Commercial Bank - First National Bank of Atlanta

Product - One Executive Aircraft

Final Maturity - June 5, 1979

Authorized - August 16, 1974

Payment due on June 5, 1979 - 213,625.28 dollars

consisting of principal 200,796.00 dollars and interest 12,829.28 dollars

Bank Guarantee No. G-0800-0025

Obligor - Republic of Togo

Commercial Bank - American Express

Exporter - Export Credit Corporation

Products - Construction Equipment

Final Maturity - September 30, 1982

Authorized - May 18, 1977

Payment due October 1, 1979 - 618,536.33 dollars

consisting of principal 465,363.78 and

interest 153,172.55 dollars

Payment due March 31, 1980 - 595,937.10 dollars

consisting of principal 465,363.78 dollars and

interest 130,573.32 dollars.

Recapitulation total principal and interest due for period

April 6, 1979, through March 31, 1980: 1,750,022.13 dollars.

Consolidated debt (80 percent) is 1,400,017.70 dollars.

Arrearages through April 5, 1979.

Bank Guarantee No. G-0080-0025

Payment due April 5, 1979 - 662,419.50 dollars

consisting of principal 465,363.78 dollars and

interest 197,055.72 dollars

SUMMARY OF DEBT (\$ Thousands)

	Arrearages through April 5, 1979	80 percent of payments falling due from April 6, 1979 through March 31, 1980
Export-Import Bank of the United States	662.4	1400.0

ACCORD ENTRE  
LES ETATS-UNIS D'AMERIQUE  
ET LA REPUBLIQUE TOGOLAISE  
SUR LA CONSOLIDATION ET LE REECHELONNEMENT DE  
CERTAINES DETTES DUES, GARANTIES OU ASSUREES  
PAR LE GOUVERNEMENT DES ETATS-UNIS  
ET L'EXPORT-IMPORT BANK DES ETATS-UNIS

Les Etats-Unis d'Amérique (les "Etats-Unis")  
et la République Togolaise ("Togo") conviennent  
de ce qui suit:



ARTICLE I

## APPLICATION DE L'ACCORD

- 1) Conformément aux dispositions de l'accord convenu le 15 juin 1979 ("l'accord") entre les représentants de certains pays, les Etats-Unis y compris, et accepté par le représentant du Togo, les Etats-Unis et le Togo par les présentes acceptent de consolider et de rééchelonner certaines dettes togolaises qui sont dues, garanties ou assurées par les Etats-Unis et l'Export-Import Bank des Etats-Unis (EXIMBANK), comme prévu dans le présent accord.
- 2) Le présent accord sera mis en application par un accord séparé ("l'accord d'application") entre le Togo et l'EXIMBANK.

ARTICLE II

## DEFINITIONS

- 1) "Contrats" signifie les accords de prêt et les billets à ordre relatifs aux transactions identifiées par les chiffres sur la liste de l'annexe A, exécutés avant le 1er janvier 1979 et avec des échéances d'origine de plus d'un an.
- 2) "Dettes" signifie les obligations suivantes concernant les contrats:
  - A) Le montant en principal et intérêts, payable quant aux contrats et dû avant et resté impayé le 5 avril 1979; et
  - B) Le montant en principal et intérêts, payable quant aux contrats et dû pendant la période du 6 avril 1979 au 31 mars 1980.
- 3) "Arriérés" signifie le montant en dollars des Etats-Unis de la dette mentionnée au paragraphe 2 (A) ci-dessus.
- 4) "Dette consolidée" signifie 80 pour cent du montant en dollars des Etats-Unis de la dette mentionnée au paragraphe 2 (B) ci-dessus.
- 5) "Intérêts" signifie intérêts sur la dette consolidée et les arriérés qui commenceront à s'accumuler suivant les taux prévus dans le présent accord (A) le 6 avril 1979 pour les arriérés et (B) les dates respectives d'échéance spécifiées dans chacun des contrats pour chaque paiement programmé de dette consolidée; et qui continueront à s'accumuler jusqu'à ce que les arriérés et la dette consolidée soient complètement payés. "Intérêts supplémentaires" signifie intérêts sur des acomptes dus mais impayés, comme spécifié dans l'article III ci-dessous, d'arriérés, de dette consolidée et d'intérêts. Les intérêts supplémentaires s'accumuleront à partir des dates d'échéances d'acomptes impayés d'arriérés, de dette consolidée et d'intérêts, jusqu'à ce que ces montants soient complètement payés.

ARTICLE III

## TERMES ET CONDITIONS DE PAIEMENT

- 1) Le Togo s'engage à payer les arriérés, la dette consolidée et les intérêts en dollars des Etats-Unis conformément aux termes et conditions suivants:
  - A) Les arriérés s'élevant à 662.419,50 dollars seront payés ~~en~~ six acomptes égaux comme suit: le premier acompte sera payé le 31 mars 1980; les cinq acomptes restants seront payés par semestre à partir du 30 juin 1980 jusqu'au 30 juin 1982;
  - B) La dette consolidée relative à la dette dont l'échéance de paiement intervient pendant la période du 6 avril 1979 au 31 mars 1980 et qui s'élève à 1.400.017,70 dollars sera payée en douze acomptes semestriels égaux, à compter du 31 décembre 1982, avec l'acompte final payable le 30 juin 1988;
  - C) Le taux d'intérêt sera de 8,125 pour cent par an sur le reste à payer des arriérés et de la dette consolidée. Tous les intérêts payables quant aux arriérés et à la dette consolidée seront payés par semestre les 31 décembre et 30 juin de chaque année, à l'exception du premier acompte de l'intérêt qui sera payé le 31 mars 1980, à moins qu'il soit spécifié autrement dans l'accord d'application. Le taux des intérêts supplémentaires sera le même que celui des intérêts; et
  - D) Un tableau résumant les montants de la dette consolidée et des arriérés est ci-joint comme annexe B.
- 2) Il est entendu que des ajustements peuvent être faits par l'EXIMBANK dans l'accord d'application dans les montants de dette consolidée spécifiée dans le paragraphe 1 (B) du présent article.

ARTICLE IV

## DISPOSITIONS GENERALES

- 1) Comme prévu au paragraphe 8 de l'accord, le Togo s'engage à obtenir de créanciers privés, y compris des banques, des arrangements de financement ou de refinancement comparables à ceux du présent accord, en s'assurant d'éviter toute discrimination entre les différentes catégories de créanciers.
- 2) Le Togo accepte d'accorder aux Etats-Unis et à l'EXIMBANK, et à tout autre créancier qui est partie à un contrat, un traitement et des termes non moins favorables que ceux qui peuvent être accordés à tout autre pays créancier ou agence créancière pour la consolidation des dettes couvertes par l'accord.

- 3) Exception faite des modifications apportées par le présent accord ou l'accord d'application y relatif, tous autres termes et conditions des contrats restent inchangés. En particulier, le Togo accepte de payer la portion de la dette décrite à l'article II paragraphe 2 (B) ne constituant pas la dette consolidée et les intérêts sur la dette comme prévu dans les contrats. Tout paiement sur les vingt pour cent de la dette ne constituant pas la dette consolidée dû entre le 6 avril 1979 et la date de signature du présent accord et impayé à la date de signature du présent accord doit être payable dans l'intervalle d'un mois par rapport à la date de signature.

ARTICLE V

ENTREE EN VIGUEUR

Le présent accord entrera en vigueur dès que le Togo aura reçu une note écrite du Gouvernement des Etats-Unis indiquant que les lois et réglementations nationales des Etats-Unis couvrant le rééchelonnement concernant le présent accord ont été respectées.

ANNEXE A

ACCORDS DE PRET ET BILLETS A ORDRE SUSCEPTIBLES DE REECHELONNEMENT

Prêts directs

5599

Garanties financières

5600

Garanties bancaires

G - 0080 0025



ANNEXE B

Paiements estimés arrivés à échéance du 6 avril 1979  
jusqu'au 31 mars 1980

Prêt direct No. 5599  
Débiteur - République Togolaise  
Emprunteur - Grumman American Aviation Corporation  
Produit - Un avion type exécutif  
Dernière échéance - 5 décembre 1981  
Date d'autorisation du prêt - 12 août 1974  
Intérêt arrivé à échéance le 29 juin 1979 - 505,52 dollars  
Paiement arrivé à échéance le 5 décembre 1979  
321.417,90 dollars comprenant un principal de 267.726,00 dollars  
et un intérêt de 53.691,90 dollars.

Garantie financière No. 5600  
Débiteur - République Togolaise  
Banque Commerciale - First National Bank of Atlanta  
Produit - Un avion type exécutif  
Dernière échéance - 5 juin 1979  
Date d'autorisation du prêt - 16 août 1974  
Paiement arrivé à échéance le 5 juin 1979 - 213.625,28 dollars  
comprenant un principal de 200.796,00 dollars et un intérêt de  
12.829,28 dollars.

Garantie bancaire No. G- 0800-0025  
Débiteur - République Togolaise  
Banque Commerciale - American Express  
Exportateur - Export Credit Corporation  
Produits - Matériel de construction  
Dernière échéance - 30 septembre 1982  
Date d'autorisation du prêt - 18 mai 1977  
Paiement arrivé à échéance le 1er octobre 1979  
618.536,33 dollars comprenant un principal de  
465.363,78 dollars et un intérêt de 153.172,55 dollars.  
Paiement venant à échéance le 31 mars 1980 -  
595.937,10 dollars comprenant un principal de  
465.363,78 dollars et un intérêt de 130.573,32 dollars.

Récapitulation - Principal et intérêt totaux venant à échéance à la  
période du 6 avril 1979 au 31 mars 1980: 1.750.022,13 dollars. La  
dette consolidée (80 pour cent) est de 1.400.017,70 dollars.

Arriérés jusqu'au 5 avril 1979

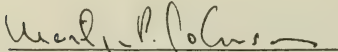
Garantie bancaire No. G-0080-0025  
Paiement dû au 5 avril 1979 - 662.419,50 dollars comprenant un  
principal de 465.363,78 dollars et un intérêt de 197.055,72 dollars.

RESUME DE DETTE (Milliers de dollars)

	Arriérés jusqu'au 5 avril 1979	80 pour cent des paiements arrivés à échéance du 6 avril 1979 jusqu'au 31 mars 1980
L'Export-Import Bank des Etats-Unis	662.4	1400.0

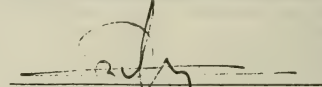
Done in Lomé, Togo, in duplicate,  
this ~~28th~~ day of ~~March~~ 1980, in  
the English and French languages,  
each text being equally authentic.

FOR THE UNITED STATES OF AMERICA  
POUR LES ETATS-UNIS D'AMERIQUE

  
Marilyn P. Johnson

Fait à Lomé, Togo, en double  
exemplaire, ce ~~28<sup>e</sup>~~ jour du  
~~Mars~~ 1980, en langues  
anglaise et française, les  
deux textes faisant également  
foi.

FOR THE REPUBLIC OF TOGO  
POUR LA REPUBLIQUE TOGOLAISE

  
Têti Têvi-Benissan

## **BOTSWANA**

### **Telecommunications: Voice of America Radio Relay Facility**

*Agreement signed at Gaborone March 28, 1980;  
Entered into force March 28, 1980.*

## AGREEMENT

entered into by and between:

The Government of the United States of America  
(hereinafter referred to as "the United States of  
America") of the first part;

and

The Government of the Republic of Botswana  
(hereinafter referred to as "Botswana") of the other  
part;

for the construction, operation and maintenance of  
radio transmitters at Selebi-Phikwe.

Whereas the United States of America and  
Botswana in consideration of their mutual interest  
in furthering international understanding and coopera-  
tion by promoting the exchange and dissemination of  
information have found it desirable that the United  
States of America should construct, operate and  
maintain radio transmitters at Selebi-Phikwe in the  
Republic of Botswana with assistance from Botswana;

Now therefore it is hereby agreed as follows:

## ARTICLE I

Botswana grants and extends to the United States  
of America the right and privilege to construct,  
operate and maintain a radio facility (hereinafter  
referred to as "the facility") for the purpose of



relaying Voice of America programs to areas in Africa. In furtherance of this right and privilege, Botswana agrees to use its best efforts to assist the United States of America in this enterprise and to provide full cooperation and support.

#### ARTICLE II

The facility shall consist of a transmitting building housing a 50 Kw medium-wave transmitter, a VHF/FM transmitter of up to 5 Kw, receiving equipment, a high-frequency transmitter for RTTY with terminal equipment and printers, VHF base and mobile transceivers for local communication purposes, associated electronic equipment, transmitting and receiving aerials, ancilliary power generating unit, outbuildings and other equipment. The VHF/FM transmitter referred to above shall be maintained and operated by the staff of the facility on behalf of Radio Botswana and shall carry a feed of Radio Botswana's programming during the normal operating hours of the medium-wave facility; however, this shall not preclude Botswana from constructing its own transmitters at the same site if there is reasonable space available and no interference is caused to the normal operations of the facility.

TIAS 9741

## ARTICLE III

While operating the medium-wave facility for the purpose of relaying Voice of America programs, the United States of America shall make available to Botswana, for exclusive use of Radio Botswana, approximately twelve hours of transmitter time each day subject to any unavoidable breaks for emergency maintenance and a minimum of one daylight hour for routine maintenance each day in accordance with the Memorandum of Understanding entered into on March 27, 1980, between the Voice of America and Radio Botswana, except that the hours between 0500 and 0630 and between 1930 and 2400 local time shall be for the exclusive use of the Voice of America.

## ARTICLE IV

Each of the parties hereto shall be responsible for the broadcast programs originated by it from the facility. Each of the parties hereto shall be responsible for providing the program feed for its broadcast programs and clear identification of its programs at the beginning and end of its broadcasting schedule. The staff of the facility shall make every effort to maintain the service on behalf of both parties in the case of a program feed interruption.

## ARTICLE V

(1) Botswana shall provide the necessary land for the facility at no cost to the United States of America and shall, subject to Article II above and sub-article (3) of this Article below, otherwise grant to the United States of America exclusive rights for the use and occupancy of this land during the term of the Agreement except that the right, title and interest in such land shall continue to remain with Botswana.

(2) The land referred to in sub-article (1) above shall be the area the boundaries of which are described on Diagram No. DSL 17/80 approved by the Director of Surveys and Lands on February 18, 1980 and deposited in his office, which is more fully described as certain Lot No. 6588, situated in Selebi-Phikwe, measuring 26.25 hectares.

(3) Botswana shall grant, provide and maintain suitable access to the facility at all times and Botswana shall be permitted access to the buildings and installations at the facility at all reasonable times for inspection and maintenance purposes.

(4) Botswana shall make available power at commercial rates for the operation of the facility; however, the Voice of America shall be responsible for the cost of the transmission lines necessary

to bring the power into the facility, and shall pay to Botswana a pro-rata share of the electrical power costs on the basis of operating hours. The provision of telephone, water and other utilities shall be the responsibility of the Voice of America. All other normal operating costs for the facility shall be borne by the Voice of America.

#### ARTICLE VI

Botswana shall take all necessary steps to provide for the operation of the facility on radio frequency 621 Khz assigned to the Republic of Botswana in the 1975 LF/MF plan of the International Telecommunications Union.

#### ARTICLE VII

At the expiration or termination of this Agreement, the parties hereto may enter into negotiations with a view to Botswana buying the facility or any part thereof; or the United States of America may remove the equipment provided that if any of the equipment is not severable from the land, or if when severed could cause substantial damage to the land, then the parties will enter into negotiations as to what compensations Botswana shall pay to the United States of America if such property enhances the value of the land. The United States of America shall be allowed to re-export any equipment removed from the facility.



## ARTICLE VIII

The United States of America, realizing the shortage of technical skills in the Republic of Botswana, undertakes to accept a reasonable number of Botswana for technical training in accordance with United States Agency for International Development Southern Africa Manpower Development Project No. 633-0069 and to accept a reasonable number of selected Radio Botswana staff for on-the-job technical training at the facility, whose salaries shall be paid by Botswana.

## ARTICLE IX

The supplies, materials, equipment, and parts, introduced into or acquired in the Republic of Botswana by the United States of America for the facility shall be exempt from any taxes on ownership or use of property and any other taxes, excises or rates. The import, export, purchase, use or disposition of any such supplies, materials, equipment, and parts, used in connection with the facility shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property and other taxes or rates, or similar charges in the Republic of Botswana in conformity with the laws of the Republic of Botswana.

## ARTICLE X

The United States of America will not assign more than fifteen official personnel to the facility without the prior consent of Botswana. Such official personnel will be considered by the United States of America as members of its Embassy. Botswana will extend such official personnel the same privileges and immunities as are accorded the administrative and technical personnel of the Embassy of the United States of America.

## ARTICLE XI

The parties hereto realize the possibility that presently unforeseen circumstances might at some future time necessitate the termination of this Agreement by either party before the end of the term of this Agreement. Under such circumstances, the United States of America may terminate by giving to Botswana at least six months prior notice in writing and the provisions of Article VII shall apply during such termination. Botswana may terminate upon giving the United States of America at least six months prior notice in writing whereupon Botswana shall reimburse the United States of America the total original cost of the facility (including the cost of all equipment within the facility at the time of termination) less a deduction of one

tenth of such total cost for each year or proportionately for each part of a year the facility (or said equipment) has been in complete operation. The total cost shall be reduced by the cost of any equipment removed and exported by the United States of America upon termination provided the United States of America shall not remove any equipment which leaves the facility of no use to Botswana.

#### ARTICLE XII

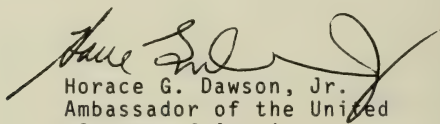
This Agreement shall be governed, construed and interpreted in accordance with international law and in any case of a dispute arising from this Agreement, the parties will mutually decide how it should be resolved amicably.

#### ARTICLE XIII

This Agreement is effective upon signature for a period of ten years. Upon notice by the United States of America at least one year prior

to the end of this period, the Agreement may be extended for a further period and on terms and conditions to be negotiated at that time.

Thus done and signed at Gaborone on the 28th day of March, 1980.



Horace G. Dawson, Jr.  
Ambassador of the United  
States of America  
For and on Behalf of the  
Government of the United  
States of America



Daniel K. Kwaagobe  
Minister of Public Service  
and Information  
For and on Behalf of the  
Government of the Republic  
of Botswana



## BOTSWANA

### International Military Education and Training (IMET)

*Agreement effected by exchange of notes*

*Dated at Gaborone February 26 and March 21, 1980;*

*Entered into force March 21, 1980.*

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*The American Embassy to the Office of the President of Botswana*

No. 5

The Embassy of the United States of America presents its compliments to the Office of the President of the Republic of Botswana and has the honor to inform the Office of the President of the authorization of a United States International Military Education and Training (IMET) program which will permit the training of members of the Botswana Defense Force in the United States during the current fiscal year, which ends September 30, 1980. The possibility of such a program had been the subject of discussions by Embassy officials with the Commander of the Botswana Defense Force, Major General Mompoti Merafhe. It is anticipated that the first use of funds allocated to the IMET program will be to provide an orientation tour of selected U.S. Army bases in the United States for General Merafhe during the first two weeks of May 1980. This tour will provide General Merafhe with an opportunity to investigate the various types of training available under the IMET program.

In this connection, the Embassy of the United States of America has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the IMET program. The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States government—

- A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

- B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training

materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States government consents to some other disposition.

Inasmuch as the IMET program for members of the Botswana Defense Force may include training related to defense articles with respect to which the agreement of the Government of Botswana to observe the foregoing conditions is required, the Embassy of the United States of America proposes that this note, together with a note in reply from the Office of the President of the Republic of Botswana stating that such conditions are acceptable to the Government of Botswana, shall constitute an agreement between the two governments on this subject, to be effective from the date of the note in reply by the Office of the President.

The Embassy of the United States of America avails itself of this opportunity to renew to the Office of the President of the Republic of Botswana the assurance of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA  
GABORONE, *February 26, 1980*

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*The Office of the President of Botswana to the American Embassy*

REPUBLIC OF BOTSWANA

NOTE NO: 9, EA. 5/18 I(154) C3

The Office of the President of the Republic of Botswana presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Note No. 5 dated 26th February, 1980.

The Office of the President of the Republic of Botswana wishes to confirm that invitation to Commander of Botswana Defence Force to

visit America in connection with United States International Military Education and Training Program is acceptable and also the conditions embodied in the training program are acceptable to Botswana Government.

The Office of the President of the Republic of Botswana avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

GABORONE.

*21st March, 1980.*

EMBASSY OF THE UNITED STATES OF AMERICA,  
*P. O. Box 90,  
Gaborone.*



Gt/lbm

**BARBADOS**

**International Military Education and Training  
(IMET)**

*Agreement effected by exchange of notes  
Dated at Bridgetown March 6 and April 3, 1980;  
Entered into force April 3, 1980.*



*The American Embassy to the Barbadian Ministry of External  
Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 50

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Government of Barbados and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government--

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to

anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the Armed Forces of the Government of Barbados may include training related to defense articles with respect to which the agreement of the Government of Barbados to observe the foregoing conditions is required,

the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of External Affairs stating that such conditions are acceptable to the Government of Barbados, shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs of Barbados the assurances of its highest consideration.



Embassy of the United States of America,  
Bridgetown, March 6, 1980.

*The Barbadian Ministry of External Affairs to the American  
Embassy*



No. A08:6/2/1

The Ministry of External Affairs of Barbados presents its compliments to the Embassy of the United States of America and has the honour to refer to its Note No. 50 of 6th March, 1980.

The Ministry wishes to state that the Government of Barbados accepts the proposals made and agrees to observe the conditions listed with respect to training under the United States International Military Education and Training (IMET) Programme.

The Ministry of External Affairs of Barbados avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Ministry of External Affairs  
Barbados

1980-04-03.





## MALAWI

### International Military Education and Training (IMET)

*Agreement effected by exchange of notes  
Dated at Lilongwe March 20 and May 1, 1980;  
Entered into force May 1, 1980.*

*The American Embassy to the Malawi Ministry of External Affairs*

No. 038

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Republic of Malawi and has the honor to refer to the Malawi Government's recent agreement to the training of a Malawi military officer in the United States.

The U.S. Foreign Assistance Act of 1961, as amended,<sup>[1]</sup> requires that a bilateral agreement be concluded with the host government regarding the use and transfer of information furnished in connection with training under the International Military Education and Training (IMET) program before the host country may be considered eligible for IMET training related to defense articles. The text below is a standard agreement that emphasizes the protection of United States Government classified information received by foreign military students attending U.S. military schools. The agreement is not intended in any way to preclude the dissemination of any data received by IMET students to any and all elements of the student's government as it may direct.

In view of the planned departure in June of Major Blaise Funsani, Executive Officer, 2nd Battalion, to the United States Army Command and General Staff College, the Embassy would appreciate the Ministry's assistance in concluding this agreement as soon as possible.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government:

- A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

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<sup>1</sup> 75 Stat. 424; 22 U.S.C. § 2151 note.

B. Transfer or permit any officer to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the Armed Forces of the Government of Malawi may include training related to defense articles with respect to which the agreement of the Government of Malawi to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of External Affairs stating that such conditions are acceptable to the Government of Malawi, shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs of the Republic of Malawi the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA.

LILONGWE, *March 20, 1980*

*The Malawi Ministry of External Affairs to the American Embassy*NOTE NO. 29

The Ministry of External Affairs of the Republic of Malawi presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Note No. 038 dated March 20, 1980 concerning a proposal for the conclusion of a bilateral agreement between the Government of the Republic of Malawi and the Government of the United States of America regarding the use and transfer of information furnished in connection with training under the International Military Education and Training (IMET) Programme.

The Ministry is pleased to inform the Embassy that the conditions stated in the Embassy's Note No. 038 dated March 20, 1980 are acceptable to the Government of the Republic of Malawi. The Ministry also wishes to advise that the Government of the Republic of Malawi accepts the Embassy's proposal that this Note and the Embassy's Note No. 038 dated March 20, 1980 should constitute the aforesaid bilateral agreement between the Government of the Republic of Malawi and the Government of the United States of America.

The Ministry of External Affairs of the Republic of Malawi avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Lilongwe  
1st May, 1980

*AD*

Embassy of the United States  
of America  
LILONGWE

## BURMA

### International Military Education and Training (IMET)

*Agreement effected by exchange of notes  
Dated at Rangoon April 8 and May 27, 1980;  
Entered into force May 27, 1980.*



*The American Embassy to the Burmese Ministry of Foreign Affairs*

No. 299

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Socialist Republic of the Union of Burma and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training Program (IMET).

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government--

A. permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will furnish the representatives of the United States Government information regarding the use of training and training materials whenever such uses are made; and

4. That the recipient country will return to the United States Government training materials that are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the armed forces of the Socialist Republic of the Union of Burma may include training related to defense articles with respect to which the agreement of the Government of the Socialist Republic of the Union of Burma to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this Note, together with the Note in reply from the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of the Socialist Republic of the Union of Burma, shall constitute an agreement between the two Governments on this subject, to be effective from the date of the Ministry's Note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Socialist Republic of the Union of Burma the assurances of its highest consideration.



Embassy of the United States of America,  
Rangoon, April 8, 1980.

*The Burmese Ministry of Foreign Affairs to the American Embassy*

SOCIALIST REPUBLIC OF THE UNION OF BURMA  
MINISTRY OF FOREIGN AFFAIRS  
RANGOON

No. 2555 (141) 1

The Ministry of Foreign Affairs of the Socialist Republic of the Union of Burma presents its compliments to the Embassy of the United States of America and has the honour to acknowledge the receipt of the latter's Note No. 299 of April 8, 1980 which reads as follows:

" The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Socialist Republic of the Union of Burma and has the honour to refer to certain requirements of United States Law concerning the provision of training related to defence articles under the United States International Military Education and Training Program (IMET).

The provisions of United States law in question prohibit the furnishing of IMET training related to defence articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are :

1. That the recipient government will not, without the consent of the United States Government-
  - A. permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;
  - B. transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or



C. use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will furnish the representatives of the United States Government information regarding the use of training and training materials whenever such uses are made; and

4. That the recipient country will return to the United States Government training materials that are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the armed forces of the Socialist Republic of the Union of Burma may include training related to defense articles with respect to which the agreement of the Government of the Socialist Republic of the Union of Burma to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this Note, together with the Note in reply from the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of the Socialist Republic of the Union of Burma, shall constitute an agreement between the two Governments on this subject, to be effective from the date of the Ministry's Note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Socialist Republic of the Union of Burma the assurances of its highest consideration. "

The Ministry of Foreign Affairs of the Socialist Republic of the Union of Burma has the honour to reply that the conditions mentioned in the United States Embassy's Note are acceptable to the Government of the Socialist Republic of the Union of Burma. Accordingly, the United States Embassy's Note and the present reply will constitute an agreement between the two Governments effective from the date of this Note.

The Ministry of Foreign Affairs of the Socialist Republic of the Union of Burma avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Dated, May 22, 1980

The Embassy of the United States of America

R A N G O O N.



## MEXICO

### **Telecommunications: Assignment of Television Channels Along United States-Mexican Border**

*Agreement amending the agreement of April 18, 1962, as amended.  
Effected by exchange of notes  
Signed at México and Tlatelolco January 22 and April 7, 1980;  
Entered into force April 7, 1980.*

*The American Chargé d'Affaires ad interim to the Mexican Secretary  
of Foreign Relations*

EMBASSY OF THE  
UNITED STATES OF AMERICA

Mexico City

No. 99

January 22, 1980

Excellency:

I have the honor to refer to the Agreement of April 18, 1962,<sup>[1]</sup> between the United States of America and the United Mexican States concerning the assignment of television channels along the United States-Mexican border.

The United States of America proposes the following further amendments to Tables A and B, the Tables of Channel Assignments annexed to the Agreement:

Table A

<u>City</u>	<u>Channel No.</u>	
	<u>Delete</u>	<u>Add</u>
Monterrey, Nuevo Leon	<u>6</u>	6+

Table B

Corpus Christi, Texas	6+	<u>6</u>
San Angelo, Texas	6+	<u>6</u>
Temple, Texas	<u>6</u>	6+

The Directorate General of Telecommunications has informed the Federal Communications Commission that it has no technical objections to the proposed amendments, which conform to the channel separation requirements of Article H of the 1962 Agreement.

In order that the change of frequency offsets can be effected on a coordinated basis, it is proposed that a mutually acceptable date for the change be set by agreement directly between the Directorate General of Telecommunications and the Federal Communications Commission.

His Excellency

Licenciado Jorge Castañeda

Secretary of Foreign Relations

Mexico, D.F.

<sup>1</sup> TIAS 5043, 8185, 9641; 13 UST 997; 26 UST 2700; 31 UST 4810.



If the foregoing proposal is acceptable to your Government, I further propose that this note and your reply to that effect constitute an agreement modifying the 1962 Agreement, as amended, and entering into force on the date of your reply.

A handwritten signature in dark ink, appearing to be 'J. A. Ferch', written in a cursive style. To the right of the signature is a small square bracket containing the number 1, indicating a footnote.

Chargé d'Affaires, a. i.

---

<sup>1</sup> J. A. Ferch.

*The Mexican Secretary of Foreign Relations to the American Chargé  
d'Affaires ad interim*

ESTADOS UNIDOS MEXICANOS  
SECRETARIA DE RELACIONES EXTERIORES  
MEXICO

Tlatelolco, D. F., a 7 de abril de 1980.

Señor Encargado de Negocios a. i. :

305711 Tengo el honor de referirme a la atenta nota de  
Vuestra Señoría número 99, fechada el 22 de enero del año  
en curso, cuyo texto vertido al español es el siguiente:

"Tengo el honor de referirme al Acuerdo del 18  
de abril de 1962, entre los Estados Unidos de América y los  
Estados Unidos Mexicanos, relativo a la Asignación y Uso de  
Canales de Televisión a lo Largo de la Frontera Estados Uni-  
dos-México.

Los Estados Unidos de América proponen las si-  
guientes enmiendas adicionales a las Tablas A y B, Tablas de  
Asignaciones de Canal anexas al Acuerdo:

TABLA A

<u>No. de Canal</u>		
<u>Ciudad</u>	<u>Suprimir</u>	<u>Agregar</u>
Monterrey, Nuevo León	<u>6</u>	6+

A Su Señoría,  
John A. Ferch,  
Encargado de Negocios a. i., de los  
Estados Unidos de América,  
México, D. F.,

TABLA B

Corpus, Christi, Texas	6+	<u>6</u>
San Angelo, Texas	6+	<u>6</u>
Temple, Texas	<u>6</u>	6+

La Dirección General de Telecomunicaciones informó a la Comisión Federal de Comunicaciones que no existe objeción técnica a las enmiendas propuestas, de conformidad con los requisitos de separación de Canal del Artículo H del Acuerdo de 1962.

Para que el cambio de Frecuencias pueda ser efectuado sobre una base coordinada, se propone que una fecha mutuamente aceptable para el cambio sea acordada directamente entre la Dirección General de Telecomunicaciones y la Comisión Federal de Comunicaciones.

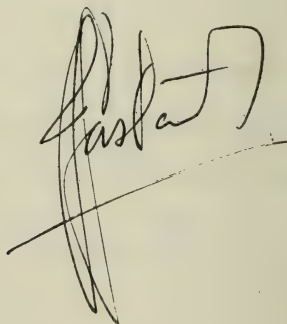
Si la anterior propuesta es aceptable para su Gobierno, propongo que esta nota y su respuesta constituyan un Acuerdo que modifica el Acuerdo de 1962, enmendado, y que entrará en vigor en la fecha de su respuesta".

En respuesta a la atenta nota de Vuestra Señoría

arriba transcrita, tengo el agrado de comunicarle que el Gobierno de México acepta los términos de la misma y, en consecuencia, conviene en que la nota 99 de Vuestra Señoría y la presente, constituyan un Acuerdo entre nuestros dos Gobiernos, que modifica el Acuerdo relativo a la Asignación y Uso de Canales de Televisión a lo Largo de la Frontera México-Estados Unidos, celebrado por Canje de Notas, en la Ciudad de México, Distrito Federal, el 18 de abril de 1962, el cual entrará en vigor en la fecha de la presente nota.

Los cambios convenidos se efectuarán en la fecha que determinen de común acuerdo la Dirección General de Telecomunicaciones y la Comisión Federal de Comunicaciones, en la inteligencia de que la modificación del Canal 6 al 6+ en la estación XET-TV de Monterrey, N.L., no podrá surtir efecto antes de seis meses.

Aprovecho la oportunidad para renovar a Vuestra Señoría el testimonio de mi más alta consideración.

A handwritten signature in dark ink, appearing to be "Fasler" or similar, with a large, sweeping flourish underneath.



## TRANSLATION

UNITED MEXICAN STATES  
MINISTRY OF FOREIGN RELATIONS  
MEXICO

No. 305711

Tlatelolco, D.F., April 7, 1980

Sir:

I have the honor to refer to your note No. 99 of January 22, 1980, which, translated into Spanish, reads as follows:

[For the English language text, see pp.976-977.]

In reply, I take pleasure in informing you that the Government of Mexico concurs in the terms of the note transcribed above and therefore agrees that your note No. 99 and this reply constitute an agreement between our two Governments amending the Agreement concerning the assignment and use of television channels along the United States-Mexican border effected by exchange of notes at Mexico, D.F., on April 18, 1962, which shall enter into force on the date of this note.

The agreed changes shall take effect on the date mutually set by the Directorate General of Telecommunications and the Federal Communications Commission, with the understanding that the change of Channel 6 to 6+ at Station XET-TV in Monterrey, N.L., cannot take effect for six months.

I avail myself, Sir, of this opportunity to renew to you the assurances of my highest consideration.

J Castañeda

Mr. John A. Ferch,  
Charge d'Affaires ad interim  
of the United States of America,  
Mexico, D.F.

TIAS 9746

## JAPAN

### Atomic Energy: Research Participation and Technical Exchange

*Agreement amending and extending the agreement of February 23,  
1976.*

*Effected by exchange of letters*

*Signed at Washington and Tokyo March 18 and 21, 1980;*

*Entered into force March 21, 1980;*

*Effective February 23, 1980.*

*With memorandum of understanding*

*Signed at Washington and Tokyo March 17 and 21, 1980.*

*The Acting Executive Director for Operations, Nuclear Regulatory  
Commission, to the President of the Japan Atomic Energy Research  
Institute*



UNITED STATES  
NUCLEAR REGULATORY COMMISSION  
WASHINGTON, D. C. 20555

MAR 18 1980

Dr. Hiroshi Murata, President  
Japan Atomic Energy Research  
Institute  
1-1-13, Shinbashi Minato-Ku  
Tokyo 105

Dear Dr. Murata,

Article I of the Agreement on Research Participation and Technical Exchange Between the USNRC and the JAERI in the LOFT Research Program provides for the Agreement to be in force for 4 years beginning from the date of execution, February 23, 1976.<sup>[1]</sup>

The USNRC believes that this Agreement has provided for a very successful cooperative effort by the JAERI and the USNRC in the area of LWR loss of coolant accident research, and that considerable mutual benefit has been gained from the participation of the Japanese specialists in the USNRC-sponsored LOFT Program.

Accordingly, the USNRC would welcome a renewal of this Agreement for an additional period of 4 years, starting on February 23, 1980, under the same terms and conditions provided for under the present Agreement, except that Article II.B.1 shall be as follows:

"The JAERI, as a contribution for participation in the USNRC LOFT research program, agrees to pay the United States Government the sum of \$1 million annually for 4 years, subject to financial approval by the Japanese Government. The first payment of \$1 million shall be made to a U.S. Government account within 30 days after execution of this agreement and \$1 million on each of the remaining anniversary dates of the execution of this agreement."

If this proposal for renewal of the Agreement meets with the approval of the Japan Atomic Energy Research Institute, this letter and your responding letter of concurrence will be considered to constitute official agreement by the two parties for the renewal of LOFT Agreement for a 4-year period starting February 23, 1980.

Sincerely,

A handwritten signature in dark ink, appearing to read "William J. Dircks".

William J. Dircks  
Acting Executive Director  
for Operations

<sup>1</sup> TIAS 8246; 27 UST 1071.

*The President of the Japan Atomic Energy Research Institute to  
the Acting Executive Director for Operations, Nuclear Regulatory  
Commission*



Japan Atomic Energy Research Institute

2-2, Uchisaiwai-cho 2-chome, Chiyoda, Tokyo 100

(Fukoku Seimei Building)

Telephone: (03) 503-6111

Telex: J24596

Cable: JAERI NIPPON TOKYO

Our ref: 80IL022

March 21, 1980

Mr. William J. Dircks  
Acting Executive Director for Operations  
U. S. Nuclear Regulatory Commission  
Washington, D.C. 20555  
U. S. A.

Dear Mr. Dircks :

With reference to your letter dated March 18, 1980,  
concerning extension of LOFT Agreement.

Article I of the Agreement of Research Participation  
and Technical Exchange between the USNRC and the JAERI in  
the LOFT Research Program provides for the Agreement to be  
in force for 4 years beginning from the date of execution,  
February 23, 1976.

The JAERI believes that this agreement has provided for  
a very successful cooperative effort by the USNRC and the  
JAERI in the area of LWR loss of coolant accident research,  
and that considerable mutual benefit has been gained from  
the participation of the Japanese specialists in the USNRC-  
sponsored LOFT Program. Accordingly, the JAERI would  
welcome a renewal of this Agreement for an additional period  
of 4 years.

For and on behalf of the JAERI, I accept the proposal  
by your letter dated March 18, 1980, on the renewal of this  
Agreement for an additional period of 4 years, starting on  
February 23, 1980, under the same terms and conditions  
provided for under the present Agreement, except that  
Article II B.1 shall be as follows:

Tokai Research Establishment

Tokai-mura, Ibaraki-ken 319-11  
Telephone: (02928) 2-5111

Tokasaki Research Establishment

Tokasaki-shi, Gunma-ken 370-12  
Telephone: (0273) 46-1211


Oarai Research Establishment

Oarai-machi, Ibaraki-ken 311-13  
Telephone: (029267) 4111



"The JAERI, as a contribution for participation in the USNRC LOFT research program, agrees to pay the United States Government the sum of one million annually for 4 years, subject to financial approval by the Japanese Government. The first payment of one million dollars shall be made to a U.S. Government account within 30 days after execution of this agreement and one million dollars on each of the remaining anniversary dates of the execution of this agreement."

Sincerely Yours,

A handwritten signature in dark ink, appearing to read "H. Murata". The signature is fluid and cursive, with a large initial "H" and a long, sweeping tail.

Hiroshi Murata  
President  
Japan Atomic Energy Research Institute

MEMORANDUM OF UNDERSTANDINGIN THEIMPLEMENTATION OF THE USNRC-JAERI LOFT AGREEMENTBEGINNING FEBRUARY 23, 1980

1. The USNRC understands that the JAERI may wish to negotiate with the LOFT program contractor, EG&G, for the purchase of experimental instruments developed under the LOFT program for use in JAERI's research programs. Recognizing this to be in the interest of reactor safety research, the USNRC will cooperate with the JAERI in their obtaining such instruments under appropriate cost recovery and scheduling conditions. When such instruments become commercially available, the USNRC will assist the JAERI in contacting the relevant vendor(s).
2. The JAERI agrees to bear the total cost of transportation, living expenses and other costs arising from its participation under this agreement, except, as authorized by the USNRC, for office and travel expenses of JAERI participants incurred in connection with their work in the LOFT program.
3. Upon request by the JAERI, the USNRC will consider sending a small group of technical experts to JAERI for discussions of the information obtained from the LOFT tests and related analyses.

FOR THE JAPAN ATOMIC  
ENERGY RESEARCH INSTITUTEBY Hiroei Nakamura <sup>[1]</sup>TITLE Head, Division of Power Reactor ProjectsDATE 21 March 1980FOR THE UNITED STATES NUCLEAR  
REGULATORY COMMISSIONBY Robert Budnitz <sup>[2]</sup>TITLE Director, Office of Nuclear Regulatory ResearchDATE 17 March 1980<sup>1</sup> Hiroei Nakamura.<sup>2</sup> Robert Budnitz.

## JAPAN

### **Atomic Energy: Cooperative Research on Power Burst Facility (PBF) and Nuclear Safety Research Reactor (NSRR)**

*Agreement amending and extending the agreement of March 9, 1976.*

*Effected by exchange of letters*

*Signed at Washington and Tokyo March 18 and 25, 1980;*

*Entered into force March 25, 1980;*

*Effective March 9, 1980.*

*The Acting Executive Director for Operations, Nuclear Regulatory Commission, to the President of the Japan Atomic Energy Research Institute*



UNITED STATES  
NUCLEAR REGULATORY COMMISSION  
WASHINGTON, D. C. 20555

MAR 18 1980

Dr. Hiroshi Murata, President  
Japan Atomic Energy Research  
Institute  
1-1-13, Shinbashi Minato-Ku  
Tokyo 105

Dear Dr. Murata:

Article I of the Agreement on Research Participation and Technical Exchange Between the USNRC and the JAERI in the Power Burst Facility and the Nuclear Safety Research Reactor Programs provides for the Agreement to be in force for four (4) years beginning from the date of execution, March 9, 1976.<sup>[1]</sup>

The USNRC believes that this Agreement has provided for a very successful cooperative effort by the JAERI and the USNRC in the area of LWR fuel behavior safety research, and that considerable mutual benefit has been gained from the participation of the Japanese and U. S. specialists in each other's research program.

Accordingly, the USNRC would welcome a renewal of this Agreement for an additional period of four (4) years, starting on March 9, 1980, under the same terms and conditions provided for under the present Agreement except for the addition of the following provision on liability proposed by the JAERI:

#### ARTICLE V - LIABILITY

Each party shall assume sole responsibility in paying compensation for damage suffered by its personnel or property, irrespective of the place where such damage has been incurred, and shall not bring suit or lodge any other claims against the other party for such damage, except if such damage is due to gross negligence or intentional misconduct of the other party's personnel. As applied here, the term "property" means the property owned or controlled by a party, or its contractors and subcontractors performing services under this agreement. The term "personnel" means the employees of a party, or of its contractors and subcontractors performing services under this agreement. This article shall be binding only on the parties to this agreement and shall not be binding on any other entity which assists the parties in the implementation of this agreement.

<sup>1</sup> TIAS 8616; 28 UST 5165.



If this proposal for renewal of the Agreement meets with the approval of the Japan Atomic Energy Research Institute, this letter and your responding letter of concurrence will be considered to constitute official agreement by the two parties for the renewal of PBF-NSRR Agreement for a 4-year period starting March 9, 1980.

Sincerely,

A handwritten signature in dark ink, appearing to read 'William J. Dircks', is written over a horizontal line.

William J. Dircks  
Acting Executive Director for Operations

*The President of the Japan Atomic Energy Research Institute to the  
Acting Executive Director for Operations, Nuclear Regulatory  
Commission*



**Japan Atomic Energy Research Institute**

2-2, Uchisaiwai-cho 2-chome, Chiyoda, Tokyo 100

(Fukoku Seimei Building)

Telephone: (03) 503-6111

Telex: J24596

Cable: JAERI NIPPON TOKYO

Our ref.: 80IL026

March 25, 1980

Mr. William J. Dircks  
Acting Executive Director for Operations  
U. S. Nuclear Regulatory Commission  
Washington, D.C. 20555  
U. S. A.

Dear Mr. Dircks :

With reference to your letter dated March 18, 1980,  
concerning extension of PBF-NSRR Agreement.

Article I of the Agreement on Research Participation  
and Technical Exchange between the USNRC and the JAERI in  
the Power Burst Facility and Nuclear Safety Research Reactor  
Programs provides for the Agreement to be in force for 4  
years beginning from the date of execution,  
March 9, 1976.

The JAERI believes that this Agreement has provided for  
a very successful cooperative effort by the USNRC and the  
JAERI in the area of LWR fuel behavior safety research, and  
that considerable mutual benefit has been gained from the  
participation of the U.S. and Japanese specialists in each  
other's research program. Accordingly, the JAERI would  
welcome a renewal of this Agreement for an additional period  
of 4 years.

For and on behalf of the JAERI, I accept the proposal  
by your letter dated March 18, 1980, on the renewal of this  
Agreement for an additional period of 4 years, starting on  
March 9, 1980, under the same terms and conditions provided  
for under the present Agreement, except for the addition of  
the following provision on liability:

Tokai Research Establishment

Tokai-mura, Ibaraki-ken 319-11  
Telephone: (02928) 2-5111

Takasaki Research Establishment

Takasaki-shi, Gunma-ken 370-12  
Telephone: (0273) 46-1211

Oarai Research Establishment

Oarai-machi, Ibaraki-ken 311-13  
Telephone: (029267) 4111

## ARTICLE VI - LIABILITY

Each party shall assume sole responsibility in paying compensation for damage suffered by its personnel or property, irrespective of the place where such damage has been incurred, and shall not bring suit or lodge any other claims against the other party for such damage, except if such damage is due to gross negligence or intentional misconduct of the other party's personnel. As applied here, the term "property" means the property owned or controlled by a party, or its contractors and subcontractors performing services under this agreement. The term "personnel" means the employees of a party, or of its contractors and subcontractors performing services under this agreement. This article shall be binding only on the parties to this agreement and shall not be binding on any other entity which assists the parties in the implementation of this agreement.

Sincerely Yours,



Hiroshi Murata  
President  
Japan Atomic Energy Research Institute

## MEXICO

### **Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic**

*Agreement amending the agreement of June 2, 1977, as amended.  
Effected by exchange of letters  
Signed at México April 11, 1980;  
Entered into force April 11, 1980.*



*The American Chargé d'Affaires ad interim to the Mexican Attorney General*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
MEXICO, D.F.

APRIL 11, 1980

HIS EXCELLENCY

*Lic. Oscar Flores*

*Attorney General of the Republic*

*E.C. Lazaro Cardenas No. 9*

*México 1, D.F.*

DEAR MR. ATTORNEY GENERAL:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. \$2,600,000 the funding provided under the agreement effected by our exchange of letters dated June 2, 1977, as amended six times thereafter.<sup>[1]</sup> It is further understood the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to delete the phrase "Seventeen Million, One Hundred and Ninety Six Thousand, Two Hundred and Thirty Five Dollars (U.S. \$17,196,235)". in the second paragraph of our letter dated June 2, 1977, as previously amended and substitute therefor the phrase, "Nineteen Million, Seven Hundred and Ninety Six Thousand, Two Hundred and Thirty Five Dollars (U.S. \$19,796,235)".

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurances of my highest consideration and personal esteem.

J A FERCH

John A. Ferch

*Chargé d'Affaires, a.i.*

<sup>1</sup> TIAS 8952, 9251, 9637, 9695; 29 UST; 30 UST 1284; 31 UST 4760; 5913.

*The Mexican Attorney General to the American Chargé d'Affaires  
ad interim*



PROCURADURIA GENERAL  
DE LA  
REPUBLICA

FORMA C.G. 1 A

México, D.F., abril 11 de 1980.

SR. JOHN A. FERCH,  
ENCARGADO DE NEGOCIOS  
AD INTERIM,  
PRESENTE.

Excelentísimo señor:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. \$2,600,000 los fondos proporcionados de nuestra carta fechada 2 de junio de 1977, y a su vez enmendada en seis ocasiones posteriormente. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de ~~una~~ <sup>una</sup> ~~pola~~ <sup>pola</sup> de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto está de acuerdo en suprimir la frase "Diecisiete Millones, Ciento Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. \$17,196,235)", en el segundo párrafo de nuestra carta de fecha 2 de junio de 1977, como previamente enmendada, y substituir la frase "Diecinueve Millones, Setecientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. \$19,796,235)".

A handwritten signature in dark ink, appearing to be "J. A. Ferch", written over a horizontal line.

T.O.X

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este Acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un Convenio entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para expresar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.  
EL PROCURADOR GENERAL DE LA REPUBLICA.



LIC. OSCAR FLORES.

TAM

## TRANSLATION

Office of the Attorney General of the Republic

Mexico, D.F., April 11, 1980

Mr. John A. Ferch  
Charge d'Affaires ad interim  
Mexico, D.F.

Sir:

I am pleased to reply to your letter of today's date, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p.993.]

I should like to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this occasion to express to you the assurances of my highest consideration.

Oscar Flores

Oscar Flores  
Attorney General of the Republic



## **MEXICO**

### **Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic**

*Agreement effected by exchange of letters  
Signed at México April 7, 1980;  
Entered into force April 7, 1980.*

*The American Chargé d'Affaires ad interim to the Mexican Attorney General*



EMBASSY OF THE  
UNITED STATES OF AMERICA  
México, D. F.

April 7, 1980

His Excellency  
Licenciado Oscar Flores  
Attorney General of the Republic  
E.C. Lazaro Cardenas No. 9  
México, D. F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, for the purpose of opium poppy eradication and narcotics interdiction.

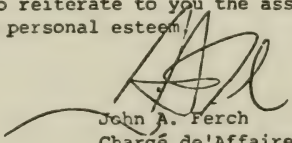
The Government of the United States agrees to provide funds not to exceed Two Hundred Thousand Dollars (U.S. \$200,000) on an advance or reimburseable basis for the purchase of miscellaneous supplies, equipment, and other services, as mutually agreed upon, for the purpose of opium poppy eradication and narcotics traffic interdiction.

The Government of Mexico agrees to provide supporting documents periodically as mutually agreed upon to substantiate all disbursements made on a reimbursable and/or advance basis.

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

  
John A. Ferch  
Chargé de'Affaires, a.i.

*The Mexican Attorney General to the American Chargé d'Affaires  
ad interim*



PROCURADURIA GENERAL  
DE LA  
REPUBLICA

FORMA CG-1A

México, D.F., a 7 de abril de 1980.

SR. JOHN A. FERCH,  
ENCARGADO DE NEGOCIOS  
AD INTERIM,  
PRESENTE.

Excelentísimo señor:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, con el propósito de destruir la amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos está de acuerdo en proporcionar fondos que no excederán Doscientos Mil Dólares (U.S. \$200,000) en forma de adelanto o sobre base de reembolso para la adquisición de abastecimientos misceláneos, equipos, y otros servicios, mutuamente acordados para la destrucción de amapola de opio y la interceptación del tráfico ilegal de estupefacientes.

El Gobierno de México está de acuerdo en proveer periódicamente documentos respaldando los desembolsos efectuados procedentes de fondos dados sobre una base de reembolso y/o por adelantado, según sea

T.O.N.

convenido mutuamente entre representantes de nuestros dos Gobiernos.

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este Acuerdo a menos de que se modifique expresamente aquí.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para expresar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.  
EL PROCURADOR GENERAL DE LA REPUBLICA.



LIC. OSCAR FLORES.

TAM



## TRANSLATION

Office of the Attorney General of the Republic

Mexico, D.F., April 7, 1980

Mr. John A. Ferch  
Charge d'Affaires ad interim  
Mexico, D.F.

Sir:

I am pleased to reply to your letter of today's date, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p.998.]

I should like to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this occasion to express to you the assurances of my highest consideration.

Oscar Flores

Oscar Flores

Attorney General of the Republic



**FEDERAL REPUBLIC OF GERMANY**

**Army Tactical Data Systems**

*Memorandum of understanding signed at Washington and Bonn  
January 6 and April 14, 1980;  
Entered into force April 14, 1980.*

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SECRETARY OF THE  
DEPARTMENT OF THE ARMY  
OF THE UNITED STATES OF AMERICA  
AND THE  
FEDERAL MINISTER OF DEFENSE  
OF THE FEDERAL REPUBLIC OF GERMANY  
FOR  
COOPERATION WITHIN THE AREA OF  
ARMY TACTICAL DATA SYSTEMS  
FOR THE PURPOSE OF  
STANDARDIZATION AND INTEROPERABILITY



## C O N T E N T S

Article I	OBJECTIVES
Article II	REFERENCE AGREEMENTS
Article III	STANDARDIZATION OF MILITARIZED HARDWARE AND SOFTWARE PRODUCTS
Article IV	GE GOVERNMENT PURCHASES
Article V	US GOVERNMENT PURCHASES
Article VI	COOPERATION IN DEVELOPING ARMY TACTICAL ADP SUBSYSTEMS
Article VII	PERSONNEL EXCHANGE
Article VIII	SECURITY
Article IX	AUTHORIZED USE OF DOCUMENTATION
Article X	IMPLEMENTATION
Article XI	RESOLUTION OF DIFFERENCES
Article XII	THIRD PARTY PARTICIPATION
Article XIII	TERMINATION
Article XIV	EFFECTIVE DATE AND SIGNATURE

PREAMBLE

This Memorandum of Understanding (MoU), entered into pursuant to the provision of the Mutual Weapons Development Data Exchange Agreement, MWDDEA A-73-G-1175, will be the basis for close co-operation in sales, possible joint development and co-production between the participants in the area of Army Tactical Data Systems, their subsystems and parts subject to the US Arms Export Control Act<sup>[1]</sup> and other relevant US Government statutes and regulations. The objective is particularly to achieve interoperability between US Army and German Armed Forces Tactical Data Systems via standardization.

Article IOBJECTIVES

1.1 The Signatories agree to seek a form, fit, and function level of standardization of equipment and data exchange procedures used with Army Tactical Data Systems with the goal of achieving interoperability between United States, German, and other NATO national systems. The underlying objective is a significant improvement of joint capabilities of command and control systems within the Armed Forces in Europe.

1.2 Within the 1980 timeframe, Germany intends to develop a testbed (for the German Führungssystem Heer - a TOS-like system) by using readily available militarized hardware and software, and by developing additional software to perform the special needs of the German Armed Forces. This testbed will also provide a facility for testing the TOS/-FüGruSys H interface and for demonstrating interoperability with TOS.

Article IIREFERENCE AGREEMENTS

2.1 This project will be carried out within the framework of the following agreements and arrangements.

a. Memorandum of Understanding on Cooperative Research and Development Program between the United States and the Federal Republic of Germany dated 1 August 1963.

b. Agreement between the United States and the Federal Republic of Germany to Facilitate Interchange of Patent Rights and Technical Information for Defense Purposes dated 4 January 1956.<sup>[2]</sup>

c. United States/German Security Agreement of 24 January 1960.

d. NATO Agreement on the Communication of Technical Information for Defense Purposes.<sup>[3]</sup>

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<sup>1</sup> 82 Stat. 1320; 22 U.S.C. § 2751 note.

<sup>2</sup> TIAS 3478; 7 UST 45.

<sup>3</sup> Done Oct. 19, 1970. TIAS 7064; 22 UST 347.

[Footnotes added by the Department of State.]

e. Memorandum of Understanding for a Cooperative Research and Development Project for a Tactical Interactive Computer Presentation panel between the United States and the Federal Republic of Germany dated 9 January 1975.

f. United States/German Mutual Defense Assistance Agreement of June 30, 1955.<sup>[1]</sup>

g. Memorandum of Understanding between the Federal Minister of Defense of the Federal Republic of Germany and the Secretary of Defense of the United States of America concerning the Principles Governing Mutual Cooperation in the Research, Development, Production, Procurement and Logistic Support of Defense Equipment dated 17 October 1978.

### Article III

#### STANDARDIZATION OF MILITARIZED HARDWARE AND SOFTWARE PRODUCTS

3.1 The Signatories will make available for each other all technical descriptions and documentation such as A-, B-, and C-Level specifications \* and related documents for the systems, subsystems, and parts of those systems mentioned in Article I under terms to be specified in supplemental agreements within the constraints of applicable laws.

3.2 The Signatories will exchange test data, test procedures, and support functions and will allow military and/or government/contractor personnel of the other nation to participate in Training courses and tests of the systems covered herein under terms to be specified in supplemental agreements within the constraints of applicable laws.

3.3 Both Signatories will provide for timely forwarding of information concerning training, test schedules, test results and evaluation data when such agreements are reached, to allow ample time for necessary approvals and arrangements.

3.4 The Signatories agree to inform each other about the implementation of new standards in hardware, software, firmware, procedures, and doctrine concerning the Army Tactical Data Systems pertinent to their cooperative efforts.

3.5 Furnishing of hardware and software and rendering of services under this MoU by the US Government, and Foreign Military Sales (FMS) to Germany, and vice versa, shall be subjects of separate Letters of Offer and Acceptance (LOA) in each case.

In the event of a discrepancy between this Memorandum of Understanding and a particular LOA, the LOA shall be binding. The prices quoted in the LOA's shall include appropriate compensation for license fees, royalties, shared recovery of development costs, production costs, and other applicable costs.

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\*As described in US MIL-STD-490

<sup>1</sup> TIAS 3443; 6 UST 5999. [Footnote added by the Department of State.]

Article IVGERMAN GOVERNMENT PURCHASES

4.1 In accordance with and subject to United States laws and regulations the US Dep. of the Army will sell or permit sales to Germany and its contractors of militarized equipment and components which are already available or under development as may be agreed. Included are common software packages and appropriate Integrated Logistics Support (ILS) as part of the devices (subsystems).

4.2 The US DoA will make available or permit sales to Germany for usage within German testbeds of standards and procedures for data transmission, including data formats and protocols, etc., which have been approved by the Director of the US Program for Joint Interoperability of Tactical Command and Control Systems (JINTACS).

4.3 In accordance with and subject to United States laws and regulations the US DoA agrees to permit Germany to award separate contracts to its contractors in order to modify hardware and software functions required for application within the German testbeds, subject to considerations of standardization and Interoperability and the other terms of this agreement.

4.4 The US DoA will permit the usage of Government owned software development facilities by personnel of the Federal Minister of Defence and its contractor, subject to the provision of separate LOA's.

Article VUS GOVERNMENT PURCHASES

5.1 The Federal Minister of Defence agrees that the US DoA will have the right to make purchases in Germany of those systems, subsystems, and parts of Tactical Data Systems developed in or by Germany.

Article VICOOPERATION IN DEVELOPING ARMY TACTICAL ADP SUBSYSTEMS

6.1 The signatories agree to cooperate closely in the development of a militarized overlay-reproducer for large screen displays. If there will be a joint development of such a device, it will be specified at such time and a supplemental agreement will be drafted and made a part of this MoU.

6.2 If additional areas of cooperation in any phase of the life cycle of Army Tactical Data Systems are desired by both signatories, modifications of this MoU will be considered prior to establishing additional MoU's.



Article VIIPERSONNEL EXCHANGE

7.1 The signatories agree to exchange personnel when such exchanges will enhance the cooperative efforts under this MoU.

7.2 Personnel will be exchanged in accordance with arrangements to be agreed upon by the signatories.

Article VIIISECURITY

8.1 To the extent that any items, plans, specifications, technology, equipment, or other information furnished in connection with this transaction are classified by the US DoA for security purpose, the Federal Minister of Defense shall maintain a similar classification and employ all measures necessary to preserve such security equipment to those measures employed by the US DoA throughout the period during which the US DoA may maintain such classification and vice versa.

8.2 The operating procedures for the implementation of the General Security Agreement between the two governments, dated 29 December 1960, including the Industrial Security Agreement between the US Department of Defense and the Federal Republic of Germany Ministry of Defense, dated 16 April 1970, apply to activities under this MoU.

Article IXAUTHORIZED USE OF DOCUMENTATION

9.1 Both signatories will use their best efforts to furnish each other information in accordance with all the terms of this agreement that is accurate, adequate, and complete. However, they cannot guarantee the accuracy, adequacy, or completeness of these documentations.

9.2 The signatories agree that any direct procurement by them from each other's national contractors will be subject to laws and regulations of that country. Neither signatory can guarantee the accuracy, adequacy, or completeness of any documentation provided by a contractor(s) under terms of direct procurement agreements.

9.3 Within the scope of Article III, both signatories are authorized to use for evaluation, production, maintenance, repair, training, and overhaul purposes documentation furnished by the other signatory to the extent of his rights therein.

9.4 This authorization does not in any way constitute a license to make, use, or sell the subject matter of: any inventions, technical information, or knowhow owned by third parties which may be embodied or described in the documentation. Such agreements, if any, shall be in accordance with separate agreements and will be included as an Annex to this MoU.

9.5 Both signatories agree that all technical data and documentation provided each other, in accordance with this MoU, related LOA's, or by national manufacturers as mentioned under Articles III, IV, and V, will be used subject to paragraph 9.3 above only for the purposes of this MoU. To achieve this end, both signatories may release the technical data and documentation to its contractors involved in the development of their systems, provided that the signatories and their contractors expressly agree that they will not further release or use such data and documentation for any purpose other than the purpose of this MoU without written approval.

#### Article X

##### IMPLEMENTATION

10.1 As soon as possible after signature of this MoU, the authorize representatives of both signatories shall meet and agree upon an implementing arrangement. This arrangement will include procedures necessary to comply with provision of this MoU, such as joint responsibilities, exchange of information and communication, designation of a Project Officer for each country, and may provide for liaison offices within each country as needed.

10.2 In order to achieve interoperability, necessary joint configuration control agreements will be drafted and included as an Annex to this MoU.

#### Article XI

##### RESOLUTION OF DIFFERENCES

11.1 Any differences regarding the interpretation or application of this MoU will be resolved by consultation between the Participating Parties concerned and will not be referred to an International Tribunal or third party for settlement.

11.2 The procedure for the resolution of differences will be covered by an implementing arrangement mentioned in Article X. Major differences will be reported to the respective national authorities.

#### Article XII

##### THIRD PARTY

12.1 Should additional government or governments desire to participate in this arrangement, the two signatories will consult together on whether it is to their mutual advantage to accede to the request, and they will jointly negotiate with the applicant government on the terms of participation.

12.2 The release of information to a third party on any aspect of this agreement will be by mutual consent of both signatories until completion or termination of this project.

12.3 Upon completion or termination of this MoU, release or disposal of any information or data generated under this MoU, is subject to the provisions of Articles VIII and IX.

Article XIII

TERMINATION

13.1 It is the intention of both signatories to implement the actions taken pursuant to this MoU to completion. Either signatory may unilaterally withdraw from this MoU at any time by informing the other signatory in writing, giving a six (6) month notice prior to the effective date of the withdrawal. Any such withdrawal will be prespective only and without prejudice to agreements or arrangements taken or in existence at the time of the notice of withdrawal.

13.2 The provisions of Articles VIII and IX, above, shall continue in full force and effect after the termination of this MoU.

Article XIV

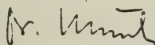
EFFECTIVE DATE AND SIGNATURE

14.1 This MoU will be effective on the date of the last signature.

14.2 The English and German version of this MoU are likewise authentic.

14.3 In witness whereof, the representatives of the Minister of Defense of the Federal Republic of Germany and the Department of the Army of the United States of America have signed this Memorandum of Understanding.

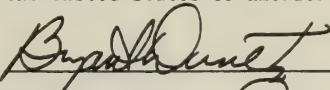
For the Minister of Defense  
Federal Republic of Germany



Date Dr. Munk, MinRat  
14. 4. 80

Effective Date \_\_\_\_\_

For the Secretary of the  
Department of the Army of  
the United States of America



Date 1-6-80

BRYANT R. DUNETZ  
Assistant Deputy for  
International Research,  
Development & Standardization

Vereinbarung

zwischen

dem Secretary of the Department of the Army der  
Vereinigten Staaten von Amerika

und

dem Bundesminister der Verteidigung  
der Bundesrepublik Deutschland

über

Zusammenarbeit auf dem Gebiet von  
taktischen Datensystemen des Heeres

zum Zwecke

der Standardisierung und Interoperabilität



## I N H A L T

Artikel I	Ziele
Artikel II	Anwendbare Vereinbarungen
Artikel III	Standardisierung militarisierter Hardware- und Softwareprodukte
Artikel IV	Beschaffungen der deutschen Bundesregierung
Artikel V	Beschaffungen der U.S.-Regierung
Artikel VI	Zusammenarbeit bei der Entwicklung taktischer automatischer Datenverarbeitungsteilsysteme des Heeres
Artikel VII	Personalaustausch
Artikel VIII	Geheimschutz
Artikel IX	Ermächtigung zur Benutzung von Dokumentationen
Artikel X	Durchführung
Artikel XI	Beilegung von Meinungsverschiedenheiten
Artikel XII	Beteiligung Dritter
Artikel XIII	Beendigung des Vertragsverhältnisses
Artikel XIV	Tag des Inkrafttretens und Unterschrift

## PRAAMBEL

Diese Vereinbarung, die auf der Grundlage der Bestimmungen des Abkommens ueber den Austausch von Unterlagen im Rahmen der gemeinsamen Waffenentwicklung MWDWEA A-73-G-1175 geschlossen wird, bildet vorbehaltlich der Bestimmungen des U.S. Arms Export Control Act sowie anderer einschlaegiger Vorschriften und Rechtsverordnungen der US-Regierung die Basis fuer eine enge Zusammenarbeit zwischen den Parteien bei Kauf, der moeglichen gemeinsamen Entwicklung und Koproduktion auf dem Gebiet von taktischen Datensystemen des Heeres, ihren Teilsystemen und Bauteilen. Das Ziel dabei ist insbesondere die Herstellung von Interoperabilitaet zwischen taktischen Datensystemen des US-Heeres und der Bundeswehr mit Hilfe der Standardisierung.

## ARTIKEL I

## Ziele

- 1.1. Die Unterzeichner vereinbaren, hinsichtlich Form, Passung und Funktion die Standardisierung der in taktischen Datensystemen des Heeres verwendeten Geraete und Datenaustauschverfahren anzustreben, um Interoperabilitaet zwischen US-, deutschen und anderen nationalen Systemen von NATO-Mitgliedstaaten herzustellen. Das Ziel dabei ist eine wesentliche Verbesserung der gemeinsamen Kapazitaet von Fuehrungssystemen der Streitkraefte in Europa.
- 1.2. In den achtziger Jahren beabsichtigt die Bundesrepublik Deutschland, unter Verwendung leicht erhaeltlicher militarisierter Hardware und Software und durch Entwicklung weiterer, zur Erfuellung des speziellen Bedarfs der Bundeswehr erforderlichen Software ein Versuchsmodell (fuer das deutsche Fuehrungsgrundsystem Heer: ein dem TOS entsprechendes System) zu erstellen. Dieses Versuchsmodell wird auch eine Einrichtung umfassen, die die Erprobung der Schnittstellen zwischen TOS und dem FueGrSysH sowie den Nachweis der Interoperabilitaet mit TOS ermoeglichen soll.

Diese Seite wurde von  
HHptVStab 2 (Rue) mit  
Genehmigung BMVg-Rue VI 6  
gem. Feschr. v. 22.05.80  
Mggnr. 14645, geaendert.



Contents of this page have been altered by the German Army Main Liaison Staff 2 (GE LNO, HQ DARCOM), by authority of the German Ministry of Defense, Directorate Rue VI 6, Bonn (TWX, mggnr 14645 dated 5-22-80)

23.5.1980

BRYANT R. DUNETZ  
Assistant Deputy for  
International Research,  
Development & Standardization

## ARTIKEL II

## Anwendbare Vereinbarungen

2.1 Dieses Projekt wird im Rahmen folgender Abkommen und Vereinbarungen durchgeführt:

- a. Vereinbarung über die Zusammenarbeit zwischen den Vereinigten Staaten und der Bundesrepublik Deutschland auf dem Gebiet der Forschung und Entwicklung vom 1. August 1963.
- b. Abkommen zwischen den Vereinigten Staaten und der Bundesrepublik Deutschland über die Erleichterung des Austauschs von Patentrechten und technischen Informationen für Verteidigungszwecke vom 4. Januar 1956.
- c. Geheimschutzabkommen zwischen den Vereinigten Staaten und der Bundesrepublik Deutschland vom 24. Januar 1960.
- d. NATO-Abkommen über die Weitergabe von technischen Informationen für Verteidigungszwecke.
- e. Vereinbarung zwischen den Vereinigten Staaten und der Bundesrepublik Deutschland über ein kooperatives Forschungs- und Entwicklungsprojekt "Lage Arbeitsplatz" vom 9. Januar 1975.
- f. Abkommen zwischen den Vereinigten Staaten und der Bundesrepublik Deutschland über gegenseitige Verteidigungshilfe vom 30. Juni 1955.
- g. Vereinbarung zwischen dem Bundesminister der Verteidigung der Bundesrepublik Deutschland und dem Secretary of Defense der Vereinigten Staaten von Amerika über die Grundsätze der beiderseitigen Zusammenarbeit auf den Gebieten der Forschung, Entwicklung, Produktion, Beschaffung und logistischen Versorgung von Verteidigungsgerät vom 17. Oktober 1978.

## ARTIKEL III

Standardisierung militarisierter  
Hardware- und Softwareprodukte

- 3.1 Die Unterzeichner stellen sich gegenseitig sämtliche technischen Beschreibungen und Dokumentationen wie z.B. Spezifikationen der Stufen A, B und C +) sowie einschlägige Unterlagen für die Systeme, Teilsysteme und Bauteile der in Artikel I genannten Systeme gemäß Bedingungen zur Verfügung, die in Zusatzvereinbarungen im Rahmen der geltenden Rechtsvorschriften festzulegen sind.
- 3.2 Die Unterzeichner tauschen Versuchsdaten, Versuchsverfahren und Unterstützungsfunktionen aus und gestatten militärischem und/oder staatlichem bzw. Auftragnehmerpersonal des anderen Staates die Teilnahme an Ausbildungslehrgängen und Versuchen an den in dieser Vereinbarung genannten Systemen gemäß Bedingungen, die in Zusatzvereinbarungen im Rahmen der geltenden Rechtsvorschriften festzulegen sind.
- 3.3 Beide Unterzeichner sorgen für eine rechtzeitige Übermittlung von Informationen über Ausbildung, Versuchszeitpläne, Versuchsergebnisse und Auswertungsdaten, sofern derartige Vereinbarungen geschlossen werden, damit ausreichend Zeit für die vorschriftsmäßige Genehmigungen und Vorbereitungen eingeplant werden kann.
- 3.4 Die Unterzeichner vereinbaren, einander über die Einführung neuer Normen für Hardware, Software und Firmware sowie für Verfahren und Grundsätzen von taktischen Datensystemen des Heeres zu unterrichten, soweit sie sich auf ihr gemeinsames Vorhaben beziehen.

-----  
+) Gemäß US-MIL-STD-490



- 3.5. Von der U.S.-Regierung im Rahmen dieser Vereinbarung zu liefernde Hardware und Software, zu erbringende Dienstleistungen sowie FMS-Verkaufe an die Bundesrepublik Deutschland und umgekehrt sind ausnahmslos Gegenstand von besonderen Angebots- und Annahmeschreiben (LOA).

Weicht diese Vereinbarung von einem bestimmten Angebots- und Annahmeschreiben ab, so ist das Angebots- und Annahmeschreiben verbindlich. Die Preisangebote in den Angebots- und Annahmeschreiben müssen eine angemessene Vergütung für Lizenzgebühren, Erfinderanteile, Anteile an wiedereinzubringenden Entwicklungskosten, Fertigungskosten und andere einschlägige Kosten enthalten.

#### ARTIKEL IV

##### Beschaffungen der deutschen Bundesregierung

- 4.1. Das U.S. Department of the Army wird je nach Vereinbarung den Verkauf von bereits verfügbaren oder in Entwicklung befindlichen militärisierten Geräten und Bauteilen an die Bundesrepublik Deutschland und ihre Auftragnehmer im Rahmen und vorbehaltlich der amerikanischen Bestimmungen und Rechtsvorschriften durchführen oder genehmigen. Dies bezieht sich auch auf handelsübliche Datenpakete und die dazugehörige integrierte logistische Versorgung (ILS), die Bestandteil der Geräte (Teilsysteme) sind.
- 4.2. Das U.S. Department of the Army stellt der Bundesrepublik Deutschland zur Verwendung in deutschen Versuchsmodellen Normen und Verfahren für die Datenübertragung einschließlich Datenformaten und Protokollen usw., soweit sie vom U.S.-Programmleiter für die Gemeinsame Interoperabilität von Taktischen Führungssystemen (JINTACS) genehmigt sind, zur Verfügung oder gestattet deren Verkauf.

Diese Seite wurde von  
HHptVStab 2 (Rue) mit  
Genehmigung BMVg-Rue VI 6  
gem. Fsch. v. 22.05.80  
Mggnr. 14645, geändert.



*Kab... 23.5.1980*

Contents of this page have been altered by the German Army Main Liaison Staff 2 (GE LNO, HQ DARCOM), by authority of the German Ministry of Defense, Directorate Rue VI 6, Bonn (TWX, msgnr 14645 dated 5-22-80)

*BD 1-6-80*  
BRYANT R. DUNETZ  
Assistant Deputy for  
International Research,  
Development & Standardization

- 4.3 Das U.S. Department of the Army gestattet der Bundesrepublik Deutschland im Rahmen und vorbehaltlich der amerikanischen Bestimmungen und Rechtsvorschriften die Vergabe besonderer Aufträge an ihre Auftragnehmer, um Hardware-und Software-funktionen zu ändern, die zur Verwendung in den deutschen Versuchsmodellen benötigt werden, wobei Gesichtspunkte der Standardisierung und Interoperabilität wie auch die anderen Bestimmungen dieser Vereinbarung Anwendung finden.
- 4.4 Das U.S. Department of the Army gestattet vorbehaltlich der Bedingungen besonderer Angebots- und Annahmeschreiben (LOA) die Benutzung von regierungseigenen Einrichtungen für die Software-Entwicklung durch Personal des Bundesministeriums der Verteidigung und dessen Auftragnehmer.

## ARTIKEL V

## Beschaffungen der U.S.-Regierung

- 5.1 Der Bundesminister der Verteidigung erklärt, daß das U.S. Department of the Army das Recht hat, in bzw. von der Bundesrepublik Deutschland entwickelte Systeme, Teilsysteme und Bauteile von taktischen Datensystemen zu kaufen.

## ARTIKEL VI

Zusammenarbeit bei der Entwicklung taktischer  
automatischer Datenverarbeitungsteilsysteme  
des Heeres

- 6.1 Die Unterzeichner vereinbaren, bei der Entwicklung eines militarisierten Geräts zur Hintergrundwiedergabe für die Großschirmdarstellung eng zusammenzuarbeiten. Wird die Entwicklung dieses Geräts gemeinsam durchgeführt, so wird sie zum gegebenen Zeitpunkt beschrieben, und eine Zusatzvereinbarung wird abgefaßt und zum Bestandteil dieser Vereinbarung gemacht.

- 6.2 Sollten sich beide Unterzeichner während des Lebenslaufs der taktischen Datensysteme auf weitere Gebiete einer Zusammenarbeit einigen, so sind Änderungen dieser Vereinbarung zu erwägen, bevor weitere Vereinbarungen geschlossen werden.

## ARTIKEL VII

## Personalaustausch

- 7.1 Die Unterzeichner vereinbaren den Austausch von Personal, sofern ein solcher Austausch die Zusammenarbeit im Rahmen dieser Vereinbarung fördert.
- 7.2 Der Personalaustausch findet im Rahmen einer Regelung statt, auf die sich die Unterzeichner einigen.

## ARTIKEL VIII

## Geheimschutz

- 8.1 Soweit Sachgegenstände, Pläne, Spezifikationen, Technologie, Geräte oder sonstige in Zusammenhang mit diesem Vorhaben bereitgestellte Informationen vom U.S. Department of the Army aus Sicherheitsgründen mit einem Geheimhaltungsgrad versehen werden, behält der Bundesminister der Verteidigung einen entsprechenden Geheimhaltungsgrad bei und wendet während des gesamten Zeitraums, in dem das U.S. Department of the Army diese Einstufung aufrecht erhält, alle zur Erhaltung dieses Geheimschutzes notwendigen Maßnahmen an, die den vom U.S. Department of the Army angewandten Maßnahmen gleichwertig sein müssen. Das gleiche gilt auch im umgekehrten Fall.
- 8.2 Die Durchführungsbestimmungen zu dem zwischen den beiden Regierungen geschlossenen Allgemeinen Geheimschutzabkommen vom 29. Dezember 1960, einschließlich des zwischen dem U.S. Department of Defense und dem Bundesministerium der Verteidigung der Bundesrepublik Deutschland geschlossenen Abkommens

Über Geheimschutz in der Industrie vom 16. April 1970 finden auf Maßnahmen im Rahmen dieser Vereinbarung Anwendung.

#### ARTIKEL IX

##### Ermächtigung zur Benutzung von Dokumentationen

- 9.1 Beide Unterzeichner werden sich nach besten Kräften bemühen, um einander im Einklang mit sämtlichen Bestimmungen dieser Vereinbarung Informationen zur Verfügung zu stellen, die genau, hinlänglich und vollständig sind. Sie können jedoch nicht die Gewähr für die Genauigkeit, Hinlänglichkeit oder Vollständigkeit dieser Dokumentationen übernehmen.
- 9.2 Die Unterzeichner vereinbaren, daß auf ihre unmittelbaren Beschaffungen von nationalen Auftragnehmern der jeweils anderen Vertragspartei die Gesetze und Vorschriften dieses Staates Anwendung finden. Keiner der beiden Unterzeichner kann die Genauigkeit, Hinlänglichkeit oder Vollständigkeit der Dokumentationen garantieren, die von Auftragnehmern gemäß den Bedingungen und Bestimmungen unmittelbarer Beschaffungsvereinbarungen geliefert werden.
- 9.3 Beide Unterzeichner sind im Einklang mit den Bestimmungen von Artikel III ermächtigt, für Zwecke der Bewertung, Fertigung, Instandhaltung, Instandsetzung, Ausbildung und Überholung von dem anderen Unterzeichner gelieferte Dokumentationen im Rahmen seiner darin festgelegten Rechte zu verwenden.
- 9.4 Diese Ermächtigung stellt in keinem Fall eine Lizenz zur Herstellung, zur Benutzung oder zum Verkauf des Gegenstandes von Erfindungen, technischen Informationen oder Know-how dar, die Eigentum Dritter und in der Dokumentation enthalten oder beschrieben sind. Falls dahingehende Vereinbarungen geschlossen werden, müssen sie mit den Bestimmungen von besonderen Abkommen im Einklang stehen und werden dieser Vereinbarung als Anhang angefügt.



- 9.5 Die beiden Unterzeichner vereinbaren, daß alle technischen Daten und Dokumentationen, die sie einander aufgrund dieser Vereinbarung oder einschlägiger Angebots- und Annahmeschreiben (LOAs) zur Verfügung stellen oder die von nationalen Herstellerfirmen gemäß Artikel III, IV und V zur Verfügung gestellt werden, vorbehaltlich der Bestimmungen von vorstehender Ziffer 9.3 nur für die Zwecke dieser Vereinbarung zu verwenden sind. Zu diesem Zweck können beide Unterzeichner die technischen Daten und Dokumentationen an ihre an der Entwicklung ihrer Systeme beteiligten Auftragnehmer weitergeben, sofern die Unterzeichner und ihre Auftragnehmer ausdrücklich vereinbaren, daß sie diese Daten oder Dokumentationen nur mit schriftlicher Genehmigung und nur für Zwecke im Rahmen dieser Vereinbarung verwenden.

ARTIKEL X  
Durchführung

- 10.1 Die bevollmächtigten Vertreter beider Unterzeichner treten möglichst bald nach Unterzeichnung dieser Vereinbarung zusammen und legen gemeinsam eine Durchführungsregelung fest. Diese Regelung wird die zur Erfüllung der Bestimmungen dieser Vereinbarung notwendigen Verfahren umfassen wie z.B. gemeinsame Aufgaben, Informationsaustausch und Verbindungs-/Verständigungswege, Ernennung eines Projektoffiziers für jedes Land, und kann bei Bedarf Verbindungsbüros in jedem Land vorsehen.
- 10.2 Um Interoperabilität zu erreichen, werden die notwendigen gemeinsamen Vereinbarungen über Bauzustandsüberwachung abgefaßt und als Anhang in diese Vereinbarung aufgenommen.

## ARTIKEL XI

## Beilegung von Meinungsverschiedenheiten

- 11.1 Etwaige Meinungsverschiedenheiten über Auslegung oder Anwendung dieser Vereinbarung werden durch Konsultationen zwischen den beteiligten Parteien ausgeräumt, nicht aber einer internationalen Schiedsstelle oder Dritten zur Entscheidung übergeben.
- 11.2 Das Verfahren für die Beilegung von Meinungsverschiedenheiten wird in eine Durchführungsregelung gemäß Artikel X festgelegt. Größere Meinungsverschiedenheiten werden den zuständigen nationalen Behörden vorgetragen.

## ARTIKEL XII

## Drittstaaten

- 12.1 Sollte eine weitere Regierung bzw. Regierungen den Wunsch haben, dieser Vereinbarung beizutreten, beraten die beiden Unterzeichner miteinander, ob eine Annahme des Antrags in ihrem beiderseitigen Interesse liegt; sie treten sodann mit der antragstellenden Regierung gemeinsam in Verhandlungen über die Teilnahmebedingungen ein.
- 12.2 Eine Weitergabe von Informationen an Dritte über Einzelheiten dieser Vereinbarung bedarf der Zustimmung beider Unterzeichner, solange dieses Projekt nicht abgeschlossen oder beendet ist.
- 12.3 Nach Erfüllung oder Außerkrafttreten dieser Vereinbarung richten sich Weitergabe und weitere Verwendung der im Rahmen dieser Vereinbarung angefallenen Informationen oder Daten nach den Artikeln VIII und IX.

## ARTIKEL XIII

## Beendigung des Vertragsverhältnisses

- 13.1 Beide Unterzeichner beabsichtigen, die Bestimmungen dieser Vereinbarung bis zu ihrer vollständigen Erfüllung durchzuführen. Jeder der beiden Unterzeichner kann jedoch jederzeit nach einer schriftlichen Kündigung von 6 Monaten gegenüber dem anderen Unterzeichner von dieser Vereinbarung zurücktreten. Ein solcher Rücktritt hebt keine vorausgegangenen Verpflichtungen auf und geschieht unbeschadet von Vereinbarungen und Abmachungen, die zum Zeitpunkt der Kündigung bestanden haben oder geschlossen werden.
- 13.2 Die Bestimmungen von Artikel VIII und IX bleiben nach Beendigung dieser Vereinbarung in vollem Umfang in Kraft.

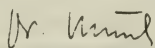
## ARTIKEL XIV

## Tag des Inkrafttretens und Unterschrift

- 14.1 Diese Vereinbarung tritt am Tage der letztvollzogenen Unterschrift in Kraft.
- 14.2 Die englische und die deutsche Fassung dieser Vereinbarung sind gleichermaßen verbindlich.

14.3 Zu Urkund dessen haben die Vertreter des Bundesministers der  
Verteidigung der Bundesrepublik Deutschland und des Depart-  
ment of the Army der Vereinigten Staaten von Amerika diese  
Vereinbarung unterzeichnet.

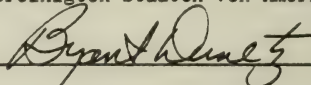
Für den Bundesminister  
der Verteidigung der  
Bundesrepublik Deutschland



Dr. Munk, MinRat

Datum 14.4.80

Für den Secretary of the  
Department of the Army der  
Vereinigten Staaten von Amerika



Datum

1-6-80

Tag des Inkrafttretens \_\_\_\_\_

BRYANT R. DUNETZ  
Assistant Deputy for  
International Research,  
Development & Standardization



## **SOUTH PACIFIC COMMISSION**

### **Reimbursement of Income Taxes**

*Agreement effected by exchange of letters*

*Signed at Suva and Noumea March 31 and April 15, 1980;*

*Entered into force April 15, 1980;*

*Effective January 1, 1980.*

*The American Ambassador to the Secretary-General of the South  
Pacific Commission*

Suva, 31 March 1980

The Honorable  
M. Young Vivian  
Secretary General  
South Pacific Commission  
P.O. Box D.5  
Noumea, New Caledonia

Dear Mr. Secretary General:

I have been authorized to inform you that the United States Government can reimburse the South Pacific Commission for the sums utilized to reimburse personnel subject to payment of US income tax in order to insure that salaries of employees subject to US income tax are equivalent to those of staff members of SPC not subject to national taxes. To do this, I propose below a formal agreement establishing the procedure:

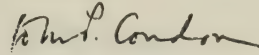
"The United States Government understands that the South Pacific Commission (SPC) will reimburse SPC staff members who are US citizens, or otherwise liable to pay US income taxes, for any US income taxes paid on their SPC income through a special suspense account. The US Government will be obligated to pay a tax equalization charge as part of its annual payment to the SPC to compensate this special suspense account. This charge will cover actual reimbursements made by the SPC to employees subject to US income taxes. This agreement does not cover employees paid from voluntary funds.

"This agreement may be terminated by either party. Termination shall take effect one year from the date that notice of termination is given."

Your concurrence in the above paragraph by letter will constitute the agreement between the United States Government and the South Pacific Commission formalizing the tax

reimbursement procedure which will enter into force as of January 1, 1980.

Sincerely,

A handwritten signature in dark ink, appearing to read "John P. Condon", written in a cursive style.

John P. Condon  
American Ambassador

*The Secretary-General of the South Pacific Commission to the  
American Ambassador*

CABLE ADDRESS :  
" SOUTH PACOM " NOUMEA  
TELEPHONE : 26.20.00  
TELEX : SOPACOM 139 NM

ADRESSE TELEGRAPHIQUE :  
" SOUTH PACOM " NOUMEA  
TELEPHONE : 26.20.00  
TELEX : SOPACOM 139 NM

SOUTH PACIFIC COMMISSION  
POST BOX D5  
NOUMEA CEDEX  
NEW CALEDONIA

COMMISSION DU PACIFIQUE SUD  
BOITE POSTALE D5  
NOUMEA CEDEX  
NOUVELLE-CALÉDONIE

In reply, please quote SPC 1/2/3/2

PLEASE ADDRESS REPLY TO  
THE SECRETARY-GENERAL

15 April 1980

The Honourable John P. Condon,  
Ambassador for the United States,  
Representative for the United States  
on the South Pacific Commission,  
American Embassy,  
P.O. Box 218,  
SUVA, Fiji.

Dear Ambassador,

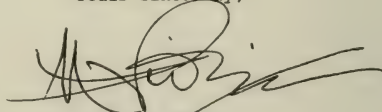
Thank you for your letter of 31 March proposing a formal agreement by which the United States Government will compensate the South Pacific Commission for the sums utilized to reimburse US income taxes incurred by its staff members paid under its regular budget. The proposed agreement is set out in the following text.

"The United States Government understands that the South Pacific Commission (SPC) will reimburse SPC staff members who are US citizens, or otherwise liable to pay US income taxes, for any US income taxes paid on their SPC income through a special suspense account. The US Government will be obligated to pay a tax equalization charge as part of its annual payment to the SPC to compensate this special suspense account. This charge will cover actual reimbursements made by the SPC to employees subject to US income taxes. This agreement does not cover SPC employees paid from voluntary funds.

This agreement may be terminated by either party. Termination shall take effect one year from the date that notice of termination is given".

I am happy to indicate my concurrence in the above text, on the understanding that it concerns all US income taxes levied on SPC income, and my acceptance that this exchange of letters constitutes the agreement between the United States Government and the South Pacific Commission formalizing the tax reimbursements procedure which will enter into force as of January 1, 1980.

Yours sincerely,



M. Young Vévian  
Secretary-General



# DOMINICAN REPUBLIC

## Agricultural Commodities

***Agreement amending the agreement of January 3, 1980.***

***Effected by exchange of notes***

***Signed at Santo Domingo April 9 and 11, 1980;***

***Entered into force April 11, 1980.***

---

*The American Ambassador to the Dominican Secretary of State  
for Foreign Relations*

No. 37

### EXCELLENCY,

I have the honor to refer to the agreement for Sale of Agricultural Commodities signed by representatives of our two governments on January 3, 1980,<sup>[1]</sup> and to propose that Part II, particular provisions of that Agreement be amended as follows:

1. In Item I, Commodity Table, make the following changes:

A. On line entitled "wheat/wheat flour (wheat basis)", under appropriate column heading change "40,000—Dols. 6.7" to "14,000—Dols. 2.5".

B. On line entitled "corn/sorghum", under appropriate column heading change "36,000—Dols. 4.3" to "64,000—Dols. 7.7".

C. Delete the line entitled "soybean/cottonseed oil", and substitute therefore, under appropriate column headings "Rice—1980—12,000—Dols. 4.8".

2. In Item III, usual marketing table, delete the line entitled "Edible vegetable oil and/or oil bearing seeds (oil equivalent basis)", and substitute therefore, under appropriate column heading, "Rice—1980—33,000 metric tons".

3. In Item IV, export limitations, in paragraph B, Commodities to which export limitations apply, following the words "and any other feed grains including mixed feeds containing predominantly such grains", delete the existing language and substitute the following:

"and for rice, in the form of paddy, brown, or milled".

All other terms and conditions of the January 13, 1980<sup>[2]</sup> Agreement remain the same.

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<sup>1</sup> TIAS 9730; *ante*, p. 792.

<sup>2</sup> Should read "January 3, 1980".

If the foregoing is acceptable to your Government, I propose that this note, together with your reply thereto, constitute an agreement between our two governments, effective the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT L. YOST

His Excellency

EMILIO LUDOVINO FERNÁNDEZ

*Secretary of State for Foreign Relations*  
*Santo Domingo, Dominican Republic*

EMBASSY OF THE UNITED STATES OF AMERICA

SANTO DOMINGO, *April 9, 1980*

*The Dominican Secretary of State for Foreign Relations to the  
American Ambassador*



REPUBLICA DOMINICANA

**Secretaría de Estado  
de Relaciones Exteriores**

DAE.-**11045**

11 de abril de 1980

Excelencia:

Tengo el honor de avisarle recibo de su Nota No.37 de fecha 9 del presente mes de abril, la cual se refiere al Acuerdo de Ventas de Productos Agrícolas que fué firmado por nuestros dos Gobiernos el 3 de enero de 1980, para proponer que disposiciones especiales del Acuerdo sea enmendado como se expresa a continuación:

1. En el Punto 1, Tabla de Productos, hacer los siguientes cambios:

A. En la línea titulada "trigo/harina de trigo (base de trigo)" bajo la columna apropiada cambie "40,000 - Dols. 6.7" por "14,000 - Dols 2.5".

B. En la línea titulada "maíz/sorgo" bajo la columna apropiada cambie "36,000 - Dols. 4.3" por "64,000 - Dols. 7.7".

C. Suprimir la línea titulada "aceite de soya/semilla de algodón", y sustitúyala bajo la columna apropiada por "arroz -1980 - 12,000 - Dols. 4.8".

Su Excelencia  
Señor Robert L. Yost,  
Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América,

C i u d a d.-

2. En el Punto III, cuadro para compras normales en mercados comerciales, cambie la línea titulada "Aceite vegetal comestible y/o semillas portadoras de aceites (base equivalente de aceite)", y sustitúyala que diga "Arroz - 1980 - 33,000 toneladas métricas.

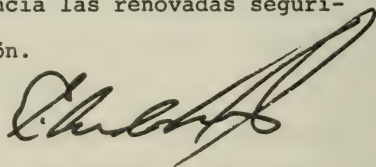
3. En el Punto IV - limitaciones de exportaciones, en el párrafo B, Productos a los cuales se aplican las limitaciones de exportación después de las palabras "cualquier otro grano para alimentación de animales, incluyendo alimentos mezclados conteniendo predominantemente tales granos" cambie el texto y sustitúyalo por el siguiente:

" y por arroz en la forma de, en cáscara, descascarado y pulido".

Todos los demás términos y condiciones del acuerdo del 3 de enero de 1980, quedan igual".

Todo lo antes expresado es aceptado por el Gobierno de la República Dominicana y estoy de acuerdo con la proposición de Su Excelencia para que nuestras respectivas notas constituyan un acuerdo entre los Gobiernos de la República Dominicana y el de los Estados Unidos de América, efectivo a partir de la fecha de hoy.

Acepte, Excelencia las renovadas seguridades de mi más alta consideración.

A handwritten signature in dark ink, appearing to be a stylized name, possibly "J. Rafael", written over a horizontal line.



TRANSLATION

DOMINICAN REPUBLIC  
Office of the Secretary of State  
for Foreign Relations

DAE.-11045

Excellency:

I have the honor to acknowledge receipt of your note No. 37 of April 9, 1980, referring to the Agreement for Sales of Agricultural Commodities which was signed by our two Governments on January 3, 1980, and proposing that particular provisions of the Agreement be amended as follows:

[For the English language text, see pp. 1029-1030-]

All of the foregoing has been accepted by the Government of the Dominican Republic and I concur with Your Excellency's proposal that our respective notes constitute an agreement between the Governments of the Dominican Republic and the United States of America, effective today.

Accept, Excellency, the renewed assurances of my highest consideration.

**E. Ludovino F.**

His Excellency  
Robert L. Yost,  
Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Santo Domingo.

## **GREECE**

### **Economic, Scientific and Technological, and Educational and Cultural Cooperation**

*Agreement signed at Athens April 22, 1980;  
Entered into force April 22, 1980.*

AGREEMENT BETWEEN THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA AND THE  
GOVERNMENT OF THE HELLENIC REPUBLIC  
FOR COOPERATION IN THE ECONOMIC,  
SCIENTIFIC AND TECHNOLOGICAL, AND  
EDUCATIONAL AND CULTURAL FIELDS

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The Government of the United States of America and the  
Government of the Hellenic Republic,

Guided by the common desire to strengthen further the  
friendly relations between their two countries,

Determined to widen the possibilities for mutually  
advantageous cooperation between them in the economic,  
scientific and technological and educational and cultural  
fields,

HAVE AGREED AS FOLLOWS:

ARTICLE I: Content of cooperation.

The two parties will promote a program of cooperation  
between various responsible agencies or institutions in the  
two countries and such cooperation may include, inter alia,  
the following tasks:

1. In the field of economic cooperation:
  - (a) To review matters concerning economic and commercial relations between the two countries;
  - (b) To identify and investigate areas for closer cooperation and to recommend programs concerning economic growth and development through mutual cooperation;
  - (c) To recommend measures and activities to stimulate two-way trade between the two countries consistent with their international obligations; and
  - (d) To explore the possibilities for enhanced cooperation between financial, industrial and commercial institutions and organizations of the two countries.
2. In the field of scientific and technological cooperation:
  - (a) To identify common scientific and technological interests and engage in joint research projects and other types of activities which will contribute to achieving the objectives of the program;
  - (b) To coordinate programs of cooperation between agencies of the two countries and decide measures for their implementation, which may include, inter alia, the exchange of specialists and information, the holding of joint seminars and meetings on problems of common interest.



3. In the field of educational and cultural cooperation:
  - (a) To facilitate the interchange of people and ideas in the broad fields of education, scholarship and culture.
  - (b) To increase the knowledge of their respective cultures through the encouragement of programs for the promotion and teaching of the English language and American culture in Greece and the Greek language and Greek culture in the United States by appropriate institutions and organizations.

In this field, the preeminence of the Fulbright-Hays program as the principal binational effort is recognized. Therefore, activities within this field will be coordinated with the United States Educational Foundation which directs the above program in Greece.

ARTICLE II: Administration of the program.

1. Executive Agencies:

Each government designates an executive agency which will be responsible for the overall coordination of its side of the program: for the Government of the United States, this agency will be the Department of State, and for the Government of the Hellenic Republic, this agency will be the

Ministry of Coordination. These executive agencies will work together closely in carrying out the program to insure that detailed arrangements for any joint activity conducted under the program will be made by the agencies or institutions most directly involved.

2. Joint working groups:

There shall be three U. S.-Greek joint working groups:

- (1) on economic cooperation,
- (2) on scientific and technological cooperation, and
- (3) on educational and cultural cooperation.

Each working group shall meet at least once a year, at places mutually agreed to by the parties.

- (a) Each party shall advise the other in advance of each meeting of the persons designated to participate in the session including the leader of their delegation.
- (b) The working groups shall work on the basis of mutual agreement.
- (c) Minutes will be kept for each meeting of the working group. The agreed minutes, signed by the executive secretaries of the working group, will be transmitted to appropriate officials of the executive agencies of both governments.

3. Executive Secretaries:

Each party shall name an executive secretary for each working group.

Not later than one month prior to a meeting of each working group, the two executive secretaries shall prepare a mutually agreed agenda for the meeting. Other matters may thereafter be placed on the agenda after mutual agreement of the two executive secretaries.

The executive secretaries of each working group may communicate directly concerning any issues which may arise between meetings of the working group.

ARTICLE III: Implementation of the program.

1. Funding necessary for activities within this agreement will be determined on the basis of proposals submitted to and elaborated by the respective working groups and subject to the availability of appropriated funds in the budgets of the executive agencies as well as of any other agency or institution of the two countries participating in particular activities.
2. Participation in activities pursuant to this agreement will be subject to the laws and regulations in force for each party.

ARTICLE IV: Other arrangements.

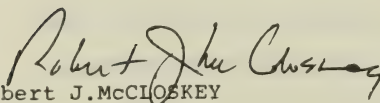
Nothing in this agreement shall be construed to prejudice other arrangements for economic, scientific and technological and educational and cultural cooperation between the two countries.

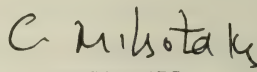
ARTICLE V: Duration of the agreement.

This agreement will enter into force upon signature and will remain in force for five years. Thereafter it will be considered extended for subsequent five year periods, unless written notice to the contrary is given by either party. It may be terminated by either party on six months' written notice. The termination of the agreement will not affect the validity of any arrangements made under this agreement.

DONE IN DUPLICATE AT ATHENS, THIS 22nd  
DAY OF APRIL 1980, IN THE ENGLISH AND GREEK  
LANGUAGES, BOTH TEXTS BEING EQUALLY AUTHORITATIVE.

FOR THE GOVERNMENT  
OF THE UNITED STATES  
OF AMERICA

  
Robert J. McCLOSKEY  
Ambassador

FOR THE GOVERNMENT  
OF THE HELLENIC  
REPUBLIC  
  
C. MITSOTAKIS  
Minister for Co-ordination



## Σ Υ Μ Φ Ω Ν Ι Α

ΟΙΚΟΝΟΜΙΚΗΣ, ΕΠΙΣΤΗΜΟΝΙΚΗΣ ΚΑΙ ΤΕΧΝΟΛΟΓΙΚΗΣ  
ΕΚΠΑΙΔΕΥΤΙΚΗΣ ΚΑΙ ΜΟΡΦΩΤΙΚΗΣ ΣΥΝΕΡΓΑΣΙΑΣ

## Μ Ε Τ Α Ξ Υ

ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ

ΚΑΙ

ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

Ἡ Κυβέρνησις τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καί ἡ  
Κυβέρνησις τῆς Ἑλληνικῆς Δημοκρατίας

Ὁδηγούμενες ἀπὸ τὴν κοινὴ ἐπιθυμία νὰ ἐνδυναμώσουν περαιτέρω  
τίς φιλικές σχέσεις μεταξύ τῶν δύο χωρῶν τους,

Ἀποφασισμένες νὰ διευρύνουν τίς δυνατότητες ἀμοιβαίως  
ἐπωφελοῦς συνεργασίας μεταξύ των εἰς τὸν οἰκονομικὸ, ἐπιστημονικὸ  
καὶ τεχνολογικὸ, ἐκπαιδευτικὸ καὶ μορφωτικὸ τομέα, συνεφώνησαν τὰ  
ἀκόλουθα:

## ΑΡΘΡΟ Ι

## Περιεχόμενο Συνεργασίας

Τὰ δύο Μέρη θὰ προωθήσουν ἓνα πρόγραμμα συνεργασίας μεταξύ  
τῶν διαφόρων ὑπευθύνων ὑπηρεσιῶν ἢ ἰδρυμάτων τῶν δύο χωρῶν  
καὶ ἡ συνεργασία αὕτη δύναται νὰ περιλαμβάνει, μεταξύ ἄλλων, τίς  
ἀκόλουθες δραστηριότητες:

## Ι. Εἰς τὸν τομέα οἰκονομικῆς συνεργασίας

(α) Τὴν ἐξέταση προβλημάτων πού ἀφοροῦν τίς οἰκονομικές καὶ  
ἐμπορικές σχέσεις μεταξύ τῶν δύο χωρῶν.

(β) Τὸν προσδιορισμὸ καὶ διερεύνηση τομέων διὰ στενοτέραν  
συνεργασίαν καὶ τὴν εἰσήγηση προγραμμάτων ἀφορώντων οἰκονομικὴ  
ἀνάπτυξη καὶ πρόοδο μέσφ ἀμοιβαίας συνεργασίας.

(γ) Τὴν εἰσήγηση μέτρων καὶ δραστηριοτήτων διὰ τόνωσιν τοῦ  
διμεροῦς ἐμπορίου μεταξύ τῶν δύο χωρῶν κατὰ τρόπον σύμφωνο πρὸς  
τίς διεθνεῖς τους ὑποχρεώσεις, καὶ

(δ) Τήν έρευνα δυνατοτήτων διὰ αύξημένη συνεργασία -μεταξύ οίκονομικῶν, βιομηχανικῶν καί έμπορικῶν ίδρυμάτων καί οργανισμῶν τῶν δύο χωρῶν.

2. Εἰς τόν τομέα έπιστημονικῆς καί τεχνολογικῆς συνεργασίας

(α) Τόν προσδιορισμό κοινῶν έπιστημονικῶν καί τεχνολογικῶν ένδιαφερόντων καί συνεργασία εἰς κοινά έρευνητικά προγράμματα καί άλλες μορφές δραστηριοτήτων, οἱ ὁποῖες θά συμβάλλουν στήν επίτευξη τῶν άντικειμενικῶν σκοπῶν τοῦ προγράμματος.

(β) Τόν συντονισμό προγραμμάτων συνεργασίας μεταξύ ὑπηρεσιῶν τῶν δύο χωρῶν καί τήν λήψη αποφάσεων διὰ μέτρα πρὸς έφαρμογήν τους, τὰ ὁποῖα δύνανται μεταξύ άλλων νά περιλαμβάνουν άνταλλαγές ειδικῶν έπιστημόνων καί πληροφοριῶν, τήν ὀργάνωση κοινῶν σεμιναρίων καί συναντήσεις διὰ προβλήματα κοινοῦ ένδιαφέροντος.

3. Εἰς τόν τομέα εκπαιδευτικῆς καί μορφωτικῆς συνεργασίας

(α) Νά διευκολύνει τίς άνταλλαγές προσώπων καί ίδεῶν εἰς τόν εκπαιδευτικό, έπιστημονικό καί πολιτιστικό τομέα.

(β) Νά αύξήσει τίς γνώσεις ὡς πρὸς τόν πολιτισμό τῶν δύο χωρῶν διὰ τῆς ένθαρρύνσεως προγραμμάτων διὰ τήν προβολή καί διδασκαλία τῆς Ἀγγλικῆς γλώσσης καί τοῦ Ἀμερικανικοῦ πολιτισμοῦ εἰς τήν Ἑλλάδα καί τῆς Ἑλληνικῆς γλώσσης καί τοῦ Ἑλληνικοῦ πολιτισμοῦ εἰς τίς Ἠνωμένες Πολιτείες τῆς Ἀμερικῆς, ἀπό κατάλληλα ιδρύματα καί ὀργανώσεις. Εἰς τόν τομέα αὐτό άναγνωρίζεται ἡ προεξάρχουσα θέσις τοῦ προγράμματος Fulbright-Hays ὡς τῆς κυρίας δραστηριότητος μεταξύ τῶν δύο χωρῶν. Κατά συνέπειαν δραστηριότητες έντός αὐτοῦ τοῦ τομέως θά συντονίζονται μέ τό Ἐκπαιδευτικό Ἰδρυμα τῶν Ἠνωμένων Πολιτειῶν, τό ὁποῖο διευθύνει τό άνωτέρω πρόγραμμα εἰς τήν Ἑλλάδα.

ΑΡΘΡΟ II

Διεύθυνσις τοῦ Προγράμματος

I. Ἐκτελεστικές Ὑπηρεσίες

Ἐκάστη Κυβέρνησις καθορίζει μία έκτελεστική ὑπηρεσία ἡ ὁποία θά εἶναι ὑπεύθυνος διὰ τόν έν γένει συντονισμό τοῦ εἰς αὐτήν άνατεθέντος προγράμματος. Διὰ τήν Κυβέρνησιν τῶν ΗΠΑ ἡ

υπηρεσία αυτή θά είναι τό 'Υπουργεῖο Εξωτερικῶν καί διὰ τήν Κυβέρνηση τῆς Ἑλληνικῆς Δημοκρατίας ἡ ὀργάνωσις αὐτή θά εἶναι τό 'Υπουργεῖο Συντονισμοῦ. Αἱ ἀνωτέρω ἐκτελεστικές ὑπηρεσίες θά συνεργάζονται στενῶς κατὰ τήν ἐκτέλεση τοῦ προγράμματος προκειμένου νά ἐξασφαλισθεῖ ὅτι οἱ λεπτομέρειες διὰ οἱαδήποτε κοινή δραστηριότητα πραγματοποιούμενη βάσει τοῦ προγράμματος θά ἐκτελεῖται ἀπό τίς πλέον ἀμέσως ἀρμόδιες ὑπηρεσίες ἢ ἰδρύματα.

## 2. Μικτές ὁμάδες ἐργασίας

Δημιουργοῦνται τρεῖς Ἑλληνο-ἀμερικανικές μικτές ὁμάδες ἐργασίας:

- (1) Διὰ τήν οἰκονομική συνεργασία,
- (2) Διὰ τήν ἐπιστημονική καί τεχνολογική συνεργασία, καί
- (3) Διὰ τήν ἐκπαιδευτική καί μορφωτική συνεργασία

Ἐκάστη ὁμάς ἐργασίας θά συνέρχεται τοῦλάχιστον ἅπαξ τοῦ ἔτους εἰς τόπον ἀμοιβαίως συμφωνούμενο ὑπό τῶν Μερῶν.

(α) Ἐκαστον Μέρος θά πληροφορεῖ τό ἕτερον πρό τῆς συναντήσεως, διὰ τὰ πρόσωπα πού ὀρίσθησαν νά συμμετάσχουν εἰς τήν σύνοδο συμπεριλαμβανομένου καί τοῦ ἀρχηγοῦ τῆς ἀποστολῆς.

(β) Οἱ ὁμάδες ἐργασίας θά ἐργάζονται ἐπὶ βάσεως ἀμοιβαίας συμφωνίας.

(γ) Δι' ἐκάστην συνάντησιν τῆς ὁμάδος ἐργασίας θά τηροῦνται πρακτικά. Τά ἐπίσημα πρακτικά ὑπογεγραμμένα ἀπό τοὺς ἐκτελεστικούς γραμματεῖς τῆς ὁμάδος ἐργασίας θά διαβιβάζονται εἰς τοὺς ἀρμοδίους ὑπηρεσιακοὺς παράγοντες τῶν ἐκτελεστικῶν ὀργανώσεων ἀμφοτέρων τῶν Κυβερνήσεων.

## 3. Ἐκτελεστικοί Γραμματεῖς

Ἐκαστον Μέρος θά ὀρίσει ἓνα ἐκτελεστικό γραμματέα δι' ἐκάστη ὁμάδα ἐργασίας. Ἐνα μῆνα πρό τῆς συνόδου ἐκάστης ὁμάδος ἐργασίας οἱ δύο ἐκτελεστικοί γραμματεῖς θά προετοιμάζουν τήν ἀμοιβαίως συμφωνουμένη ἡμερησία διάταξη τῆς συναντήσεως. Ἄλλα θέματα δύνανται ἐκ τῶν ὑστέρων νά συμπεριληφθοῦν εἰς τήν ἡμερησία διάταξη κατόπιν ἀμοιβαίας συμφωνίας τῶν δύο ἐκτελεστικῶν γραμματέων. Οἱ

έκτελεστικοί γραμματεῖς έκάστης ομάδος εργασίας δύνανται νά επικοινωνοῦν ἀπ'εὐθείας ἀναφορικῶς μέ ζητήματα πού ἀνακύπτουν μεταξύ τῶν συναντήσεων τῆς Ὁμάδος Ἑργασίας.

### ΑΡΘΡΟ ΙΙΙ

#### Ἐφαρμογή τοῦ προγράμματος

Ι. Ἀναγκαῖα κονδύλια διά δραστηριότητες ἐντός τοῦ πλαισίου τῆς Συμφωνίας ταύτης θά καθορίζονται ἐπὶ τῇ βάσει προτάσεων ὑποβαλομένων καί ἐπεξεργαζομένων ὑπό τῶν ἀντιστοίχων ομάδων εργασίας καί θά χορηγοῦνται ὑπό τόν ὅρον διαθεσιμότητος ἀντιστοίχων κεφαλαίων εἰς τοὺς προϋπολογισμούς τῶν έκτελεστικῶν ὑπηρεσιῶν ἢ οἰασδήποτε ἐτέρας ὑπηρεσίας ἢ ἰδρύματος τῶν δύο χωρῶν, πού συμμετέχει εἰς συγκεκριμένες δραστηριότητες.

2. Ἡ συμμετοχή εἰς δραστηριότητες ἐν τῇ ἐκτελέσει τῆς παρούσης συμφωνίας ὑπόκειται εἰς τοὺς ἰσχύοντας νόμους καί διατάξεις εἰς ἕκαστο τῶν συμβαλλομένων Μερῶν.

### ΑΡΘΡΟ ΙV

#### Λοιπαὶ ρυθμίσεις

Οὐδεμία διάταξις τῆς παρούσης συμφωνίας θά ἐρμηνεύεται κατὰ τρόπο ἀντίθετο πρὸς ἄλλες ὑπάρχουσες ρυθμίσεις διά οἰκονομική ἐπιστημονική, τεχνολογική, ἐκπευδευτική καί μορφωτική συνεργασία μεταξύ τῶν δύο χωρῶν.

### ΑΡΘΡΟ V

#### Διάρκεια τῆς συμφωνίας

Ἡ συμφωνία αὐτὴ τίθεται ἐν ἰσχύϊ ἀπὸ τῆς ὑπογραφῆς καί θά παραμείνει ἐν ἰσχύϊ διά μίαν περίοδον πέντε ἐτῶν, ἀνανεουμένη μετὰ ταῦτα διά διαδοχικὰς πενταετεῖς περιόδους, ἐκτός ἐάν ἐκάτερον τῶν Συμβαλλομένων Μερῶν προειδοποιήσῃ ἐγγράφως περὶ τοῦ ἀντιθέτου.

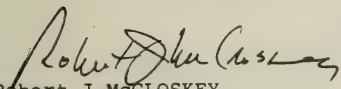
Δύναται νά τερματισθεῖ ἀπὸ ἐκάτερον τῶν μερῶν δι' ἐγγράφου προειδοποιήσεως παρεχομένης ἑξὶ μήνας πρὸ τῆς ἐκπνοῆς τῆς ἰσχύος τῆς



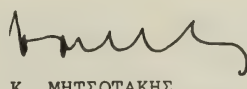
Συμφωνίας. Ὁ τερματισμός τῆς Συμφωνίας δέν θά ἐπηρεάσει τήν ἰσχύ  
ἐτέρων ρυθμίσεων πού ἐγένοντο εἰς τά πλαίσια τῆς παρούσης Συμφωνίας.

Ἐγένετο ἐν Ἀθήναις τήν 22α Ἀπριλίου 1980  
εἰς τήν Ἀγγλική καί Ἑλληνική γλῶσσα, τῶν δύο κειμένων ὄντων  
ἐξ ἴσου αὐθεντικῶν.

Διά τήν Κυβέρνησιν τῶν  
Ἑνωμένων Πολιτειῶν τῆς  
Ἀμερικῆς

  
Robert J. McCLOSKEY  
Πρεσβευτής τῶν Η.Π.Α

Διά τήν Κυβέρνησιν τῆς  
Ἑλληνικῆς Δημοκρατίας

  
Κ. ΜΗΤΣΟΤΑΚΗΣ  
Υπουργός Συντονισμοῦ

TIAS 9754

# **GUYANA**

## **Agricultural Commodities**

***Agreement signed at Georgetown April 23, 1980;  
Entered into force April 23, 1980.***

AGREEMENT BETWEEN THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF GUYANA  
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Guyana agree to the sale of the agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed January 27, 1978, <sup>[1]</sup> together with the following Part II:

PART II. PARTICULAR PROVISIONS:

Item I. Commodity Table:

<u>Commodity</u>	<u>Supply Period (United States Fiscal Year)</u>	<u>Approximate Maximum Quantity (Metric Tons)</u>	<u>Maximum Export Market Value (Thousands)</u>
Soybean/Cotton-Seed Oil	1980	3,100	Dols 2,300
Total			Dols 2,300

Item II. Payment Terms: Dollar Credit (DC):

- A. Initial Payment - Five (5) percent.
- B. Currency Use Payment - Five (5) percent - Section 104(A) Purposes.
- C. Number of installment payments - Nineteen (19).
- D. Amount of each installment payment - approximately equal annual amounts.
- E. Due date of first installment payment - Two (2) years after the date of last delivery of commodities in each calendar year.
- F. Initial interest rate - Two (2) percent.
- G. Continuing interest rate - Three (3) percent.

Item III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period (United States Fiscal Year)</u>	<u>Usual Marketing Requirement</u>
Edible vegetable oil and/or oil bearing seeds (oil equivalent basis)	1980	2,600 metric tons of which 270 metric tons shall be imported from the U.S.

Item IV. Export Limitations:

- A. Export Limitation Period: The export limitation period shall be United States Fiscal Year 1980, or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

<sup>1</sup> TIAS 9145; 29 UST 5725.

B. Commodities to Which Export Limitations Apply. For the purposes of Part I, Article III A (4) of this Agreement, the commodities which may not be exported are: For Soybean/Cottonseed Oil - all edible vegetable oils, including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, sesame oil, and any other edible vegetable oils or oil-bearing seeds from which these oils are produced.

Item V. Self-Help Measures:

- A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.
- B. The Government of Guyana Agrees to:
1. The continued expansion of agricultural extension services designed to provide the small farmer with technical advice as well as production and marketing facilities, including seeds, fertilizer, pesticides, commodity price information, and the means of delivering produce to a market site;
  2. The continued research aimed at the improvement of varieties of rice and foodcrops best suited for local soil and climatic conditions;
  3. Improvement and/or repair of irrigation/drainage and water facilities which will contribute to bringing into production and/or maintaining agricultural areas or which contribute to providing safe water supplies for rural areas;
  4. A major effort to expand farm-to-market roads and open up sizable areas of new land to production for local consumption as well as export to CARICOM members; and
  5. Renovation and/or extension of a seawall designed to prevent tidal flooding of coastal farm areas.

Item VI. Economic Development Purposes for Which Proceeds Accruing to the Importing Country are to be Used:

- A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in Item V above, and for the Economic Development Budget.



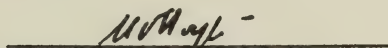
B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Georgetown, in duplicate, the 23 day of April, 1980.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF  
GUYANA

  
George B. Roberts  
Ambassador

  
H. D. Hoyte  
Minister of Economic Development  
and Cooperatives

## **PHILIPPINES**

### **Atomic Energy: Technical Information Exchange and Nuclear Safety**

*Arrangement signed at Bethesda and Manila March 28 and  
April 28, 1980;  
Entered into force April 28, 1980.*

ARRANGEMENT  
BETWEEN  
THE UNITED STATES NUCLEAR REGULATORY COMMISSION  
(U.S.N.R.C.)  
AND  
THE PHILIPPINE ATOMIC ENERGY COMMISSION  
(P.A.E.C.)  
FOR THE EXCHANGE OF TECHNICAL INFORMATION  
AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Philippine Atomic Energy Commission (hereinafter called the P.A.E.C.), considering the desirability of a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by these organizations for the regulation of safety and environmental impact of nuclear facilities, conclude the following Arrangement for cooperation.

I. SCOPE OF THE ARRANGEMENT

I.1 Technical Information Exchange

The U.S.N.R.C. and the P.A.E.C. agree to exchange the following types of technical information related to the regulation of safety and environmental impact of designated nuclear energy facilities:

- a. Topical reports concerned with technical safety and environmental effects written by or for one of these parties as a basis for, or in support of, regulatory decisions and policies.

- b. Significant licensing actions and safety and environmental decisions affecting nuclear facilities.
- c. Site licensing principles and problems.
- d. Detailed descriptive documents on the U.S.N.R.C. regulatory process of certain U.S. facilities designated by the P.A.E.C. as being similar to certain facilities being built or planned in The Philippines and reciprocal documents on these Philippine facilities.
- e. Information in the field of reactor safety research which the parties have the right to disclose, either in the possession of one of the parties or available to it, including light water reactor safety information from the technical areas described in Addenda "A" and "B", attached hereto and made a part hereof. Each party will transmit to the other urgent information concerning research results that require early attention in the interest of public safety, along with an indication of significant implications.
- f. Reports on operating experience, such as reports on incidents, accidents and shutdowns, and compilations of operating statistics of power plants and historical reliability and performance data on components and systems.
- g. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of these nuclear facilities.



- h. Each party will make special efforts to give early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the other.

**I.2 Exchange of Regulatory Standards**

Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the respective countries will be made available by each party on a timely basis.

**I.3 Cooperation in Safety Research and Development**

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two parties, including the use of test facilities and/or computer programs owned by either party, will be considered on a case-by-case basis. Temporary assignments of personnel by one party in the other party's agency will also be considered on a case-by-case basis.

**I.4 Training and Assignments**

The U.S.N.R.C. will assist the P.A.E.C. in providing certain training and experience for P.A.E.C. technical personnel. Costs of salary, allowances and travel of P.A.E.C. participants will be the responsibility of P.A.E.C. Participation will be permitted within the limitation of available resources. The following are

typical of the categories of such training and experience that may be provided:

- a. P.A.E.C. inspector accompaniment of U.S.N.R.C. inspectors on operating reactor and reactor construction inspection visits in the U.S., including extended briefings at U.S.N.R.C. regional inspection offices (anticipated 1-2 persons per year, each visit 1-3 weeks in length).
- b. Participation by P.A.E.C. employees in U.S.N.R.C. staff training courses.
- c. Assignment of P.A.E.C. employees for 1-2 year periods within the U.S.N.R.C. staff, to work on U.S.N.R.C. staff duties and gain experience (1-2 assignees at a time).

#### I.5 Additional Safety Advice

To the extent that the documents and other information provided by U.S.N.R.C. as described in SCOPE OF THE ARRANGEMENT, above, are not adequate to meet P.A.E.C. needs for technical advice, the parties will consult on the best means for fulfilling such needs. U.S.N.R.C. will attempt, within the limitations of appropriated resources and legislative authority, to assist P.A.E.C. in meeting these needs. For example, within these limitations, U.S.N.R.C. will attempt to meet requests that come through the IAEA for technical assistance missions to the Philippines by U.S.N.R.C. safety experts.

## II. ADMINISTRATION

II.1 The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange activity, to recommend revisions, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.

II.2 An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators

receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.

- II.3 The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract, less than 250 words, describing its scope and content.
- II.4 This Arrangement shall have a term of five years; it may be extended further by mutual written agreement, and terminated by either party upon ninety-day notice.
- II.5 The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.
- II.6 Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing



visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

II.7 Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

II.8 Information exchanged under this Arrangement shall be subject to the patent provisions in Addendum C of this document.

### III. EXCHANGE AND USE OF INFORMATION

#### III.1 General

The parties support the widest practicable dissemination of information provided or exchanged under this Arrangement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of the Patent Addendum.

III.2 Definitions (As used in Article III)

- a. The term "information" means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.
- b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.
- c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

III.3 Marking Procedures for Documentary Proprietary Information

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Arrangement dated \_\_\_\_\_ between the United States Nuclear Regulatory Commission and the Philippine Atomic Energy Commission and shall not be

disseminated outside these organizations, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of The Philippines without the prior approval of ( name of submitting party ). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

#### III.4 Dissemination of Documentary Proprietary Information

- a. Proprietary information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.
- b. In addition, proprietary information may be disseminated without prior consent
  - (1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary information; and
  - (2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials

and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

- (3) to contractors of organizations identified in III.4b. (2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

- c. With the prior written consent of the party furnishing proprietary information under this Arrangement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in subsections a. and b. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

III.5 Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature,



provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating

- a. that the information is protected from public disclosure by the Government of the transmitting party; and
- b. that the information is submitted under the condition that it be maintained in confidence.

III.6 Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph III.4, Dissemination of Documentary Proprietary Information.

III.7 Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified for documentary information in this Arrangement; provided, however, that the party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

TIAS 9756

III.8 Consultation

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Arrangement, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

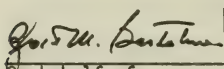
III.9 Other

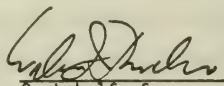
Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

Signed in the United States on the 28 day of March 1980.

Signed in The Philippines on the 28 day of April 1980.

Signed:

<sup>[1]</sup>  
On behalf of  
The Philippine Atomic  
Energy Commission

<sup>[2]</sup>  
On behalf of  
The United States Nuclear  
Regulatory Commission

<sup>1</sup> Zoilo M. Bartolome.

<sup>2</sup> William J. Dirks.

Addendum "A"

U.S.N.R.C. - P.A.E.C. Reactor Safety Research Exchange Areas

in Which the U.S.N.R.C. Is Performing LWR Safety Research

1. Primary Coolant System Rupture Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Power Burst Facility - Subassembly Testing Program
5. Separate Effects Testing - Loss of Coolant Accident Studies
6. Loss of Coolant Accident Analyses - Analytical Model Development
7. Design Criteria for Piping, Pumps, and Valves
8. Alternate ECCS Studies
9. Core Meltdown Studies
10. Fission Product Release and Transport Studies
11. Probabilistic Studies
12. Zirconium Damage
13. Radiobiology and Environmental Impact Studies
14. All computer codes applicable to the above at whatever stage of development they may be\*
15. Data from all experiments applicable to the above\*

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\* Data and computer codes will be "as is" at the time of the request. U.S.N.R.C. or contractor manpower will generally not be available for interpretation of uncompleted work.  
[Footnote in the original.]

Addendum "B"P.A.E.C.- U.S.N.R.C. Reactor Safety Research Exchange Areasin Which the P.A.E.C. Is Performing Research

1. Thermal Effects on Marine Life
2. Radioactive Releases and Dispersal Patterns in the Atmosphere
3. Waste Management Storage and Disposal
4. Radiosensitivity of Marine Life to Radioactive Releases
5. Epidemiological Studies: Genetic Doses



Addendum "C"

Patent Addendum for U.S.N.R.C. - P.A.E.C. Arrangement

1. Definitions

When used in this Addendum, unless the context otherwise indicates

- i. The term "personnel" means: (a) the employees of a party to this Arrangement and (b) the employees of a contractor of a party to this Arrangement.
- ii. The term "inventing party" means the party of this Arrangement whose personnel have made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

2. Reporting and Allocation of Rights

- i. Except as otherwise provided in paragraph ii hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, or if such invention was made or conceived as a direct result of information acquired by such personnel from the other party, then the inventing party:

- (a) agrees to promptly disclose such invention or discovery to the other party;
  - (b) agrees to transfer and assign to the other party, all right, title, and interest in and to such invention or discovery in the country of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such other country; and
  - (c) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to the other party, upon request of the other party, a non-exclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such country of the inventing party and in such third countries.
- ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement and such invention was made or conceived while such personnel were assigned to the other party, the inventing party:
- (a) agrees to promptly disclose such invention or discovery to the other party;

- (b) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;
- (c) shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in the country of the inventing party; and
- (d) agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country of the other party and in third countries subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license to a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

### 3. Claims for Compensation

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty or award as regards any invention, discovery, patent application or patent made or conceived

in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended.<sup>[1]</sup>

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<sup>1</sup> 68 Stat. 919; 42 U.S.C. § 2011 *et seq.*



## CANADA

### North American Air Defense Command (NORAD)

*Agreement extending the agreement of May 8, 1975.*

*Effected by exchange of notes*

*Signed at Washington May 12, 1980;*

*Entered into force May 12, 1980.*

*The Canadian Ambassador to the Secretary of State*

Canadian Embassy



Ambassade du Canada

Washington, May 12, 1980

No. 186

Sir,

I have the honour to refer to discussions which have taken place between representatives of our two Governments regarding future cooperation between Canada and the United States of America in the defence of North America through our joint participation in the North American Air Defence Command (NORAD). The principles governing the organization and operation of this Command were last set out in the Agreement between our two Governments which remains in effect until May 12, 1980.<sup>[1]</sup>

The Canadian Government, conscious of the importance of this cooperation to the security of the Canada-United States region of NATO and to the overall security of the NATO area, wishes to provide an opportunity as it has in the past to hear the views of the

The Secretary of State  
Washington, D.C.

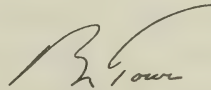
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<sup>1</sup> TIAS 8085; 26 UST 973.

appropriate committee of the Canadian House of Commons on the subject. My Government, therefore, proposes that the current Agreement be extended without alteration in its present terms and conditions until May 12, 1981.

If the Government of the United States concurs in this proposal, I have the honour to propose that this Note, which is equally authentic in English and French, and your reply to that effect, shall constitute an Agreement between our two Governments with effect from May 12, 1980.

Accept, Sir, the renewed assurances of my highest consideration.

A handwritten signature in dark ink, appearing to read 'P. Towe', with a stylized flourish extending from the end.

Peter M. Towe  
Ambassador of Canada

*French Text of the Canadian Note*

Canadian Embassy



Ambassade du Canada

Washington, le 12 mai 1980

no 186

Monsieur le Secrétaire d'Etat,

J'ai l'honneur de me reporter aux entretiens entre les représentants de nos deux Gouvernements sur la coopération future entre le Canada et les Etats-Unis d'Amérique en ce qui a trait à la défense de l'Amérique du Nord par le biais de notre participation commune au Commandement de la défense aérienne de l'Amérique du Nord (NORAD). Les principes régissant l'organisation et le fonctionnement de ce Commandement avaient fait l'objet d'un Accord entre nos deux Gouvernements qui expire le 12 mai 1980.

Conscient de l'importance que revêt cette coopération pour la sécurité de la zone canado-américaine de l'OTAN et de l'ensemble de la zone OTAN, le Gouvernement du Canada désire, comme cela fut le cas par le passé,

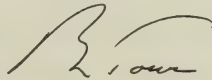
Le Secrétaire d'Etat  
Washington, D.C.



connaître les vues du comité pertinent de la Chambre des communes du Parlement canadien sur la question. Par conséquent, mon Gouvernement propose que l'Accord soit reconduit dans sa forme actuelle, sans modifications, jusqu'au 12 mai 1981.

Si cette proposition agréée au Gouvernement des Etats-Unis, j'ai l'honneur de proposer que la présente Note, dont les versions française et anglaise font également foi, et votre réponse à cet effet constituent entre nos deux Gouvernements un Accord qui entrera en vigueur le 12 mai 1980.

Veuillez agréer, Monsieur le Secrétaire d'Etat, les assurances renouvelées de ma très haute considération.



Peter M. Towe  
Ambassadeur du Canada

*The Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON

May 12, 1980

Excellency:

I have the honor to refer to your note of May 12, 1980, and to the discussions which have taken place between representatives of our two Governments concerning the renewal of the Agreement on the North American Air Defense Command (NORAD).

The Government of the United States shares the view of the Government of Canada on the importance of cooperation between our two nations for the security of the Canada-United States region of NATO, under the arrangements embodied in the NORAD Agreement. The United States looks forward to the successful completion of negotiations and the subsequent renewal of the NORAD Agreement at an early date, to allow for timely planning for future cooperative efforts. In this regard, it would be the hope of the United States that the current negotiations could be concluded before the full year extension proposed in your note will have elapsed.

I am pleased to inform you that my Government concurs in the considerations set out in your note, and further

His Excellency

Peter M. Towe,

Ambassador of Canada.

agrees with your proposal that your note and this reply shall constitute an Agreement between our two Governments effective as of May 12, 1980.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

*Sharon E. Ahmad* <sup>[1]</sup>

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<sup>1</sup> Sharon E. Ahmad.

**REPUBLIC OF KOREA**

**Trade in Textiles and Textile Products**

*Agreement amending the agreement of December 23, 1977,  
as amended.*

*Effected by exchange of notes*

*Signed at Washington April 14 and May 20, 1980;*

*Entered into force May 20, 1980.*



*The Secretary of State to the Korean Ambassador*DEPARTMENT OF STATE  
WASHINGTON

April 14, 1980

Excellency:

I have the honor to refer to the Agreement between the United States of America and the Republic of Korea relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products effected by exchange of notes December 23, 1977 as amended [<sup>1</sup>] ("the Agreement").

My Government has discovered two errors in the Agreement. I therefore have the honor to propose that the Agreement be amended as follows:

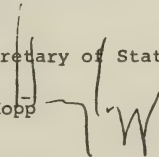
In Annex C, under Group I, "Category 359 pt. Shoe Uppers (308.3980, 382.3380)" shall be changed to read, "Category 369 pt. Shoe Uppers (386.0410, 386.5010)

In Annex C, under Group II, "Category 359 pt. Other Apparel (Excluding Shoe Uppers)" shall be changed to read, "Category 359 pt. Other Apparel (Excluding Judo and Taekwondo Suits)".

If the foregoing is acceptable to the Government of the Republic of Korea, this note and your Excellency's note of confirmation on behalf of the Government of the Republic of Korea shall constitute an amendment to the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Harry Kopp 

His Excellency

Yong Shik Kim.

Ambassador of the Republic of Korea.

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<sup>1</sup> TIAS 9039, 9350, 9566; 29 UST; 30 UST 2510, 6541.

TIAS 9758

*The Korean Ambassador to the Secretary of State*

EMBASSY OF THE REPUBLIC OF KOREA  
WASHINGTON, D. C.

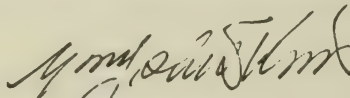
May 20, 1980

Excellency:

I have the honor to acknowledge the receipt of the note of the Secretary of State, dated April 14, 1980 ("the note"), relating to Trade in Cotton, Wool and Man-Made-Fiber Textiles and Textile Products effected by exchange of notes December 23, 1977 as amended ("the Agreement").

I have further the honor to inform your Excellency that the proposals set forth in the note are acceptable to the Government of the Republic of Korea and to confirm on behalf of the Korean Government that the note and this note in reply thereto shall constitute an amendment to the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.



Yong Shik Kim  
Ambassador

His Excellency

Edmund S. Muskie

Secretary of the Department of State.

**CANADA**

**Atomic Energy: Cooperation for Civil Uses**

***Protocol amending the agreement of June 15, 1955,  
as amended and supplemented.***

***Signed at Ottawa April 23, 1980;***

***Entered into force July 9, 1980.***

PROTOCOL AMENDING THE AGREEMENT FOR COOPERATION  
CONCERNING CIVIL USES OF ATOMIC ENERGY  
BETWEEN THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE  
GOVERNMENT OF CANADA AS AMENDED

The Government of the United States of America and the  
Government of Canada,

Desiring to amend the Agreement for Cooperation  
Concerning the Civil Uses of Atomic Energy between the  
Government of the United States of America and the Government of  
Canda signed at Washington on June 15, 1955, as amended by the  
Agreements signed at Washington on June 26, 1956, June 11, 1960,  
and May 25, 1962 (herein referred to as the "Agreement"), and  
supplemented by the Exchanges of Notes of January 28 and 30,  
1969, March 18 and 25, 1976, and November 15, 1977;<sup>[1]</sup>

Recognizing that Canada, a non-nuclear-weapon state,  
entered into an Agreement with the International Atomic Energy  
Agency on February 21, 1972, for the Application of Safeguards  
in connection with the Treaty on the Non-Proliferation of  
Nuclear Weapons;<sup>[2]</sup>

Recognizing that the United States, a nuclear-weapon  
state, as that term is defined in the Treaty on the  
Non-Proliferation of Nuclear Weapons, intends in the near future  
to enter into a safeguards agreement with the International  
Atomic Energy Agency for the application of safeguards in the  
United States;

Have agreed as follows:

ARTICLE 1

The preamble of the Agreement is amended by:

- (a) replacing the word "several" in the first  
sentence with "many";
- (b) replacing the phrase "their respective atomic  
energy programs" in the seventh sentence with "their peaceful  
atomic energy programs"; and
- (c) deleting the penultimate sentence.

<sup>1</sup> TIAS 3304, 3771, 4518, 5102, 6649, 8287, 8782; 6 UST 2595; 8 UST 275; 11 UST 1780; 13 UST 1400; 20 UST 471; 27 UST 1891; 28 UST 9015.

<sup>2</sup> Done July 1, 1968. TIAS 6839; 21 UST 483.

[Footnotes added by the Department of State.]



## ARTICLE 2

Article I of the Agreement is amended by changing the termination date to read "January 1, 2000".

## ARTICLE 3

The Agreement is amended by inserting the following new Article after Article I:

"ARTICLE I BIS - Coverage of Safeguards"

"Cooperation under this Agreement shall require the application of safeguards:

"A. By the International Atomic Energy Agency with respect to all nuclear activities within the territory of Canada, under its jurisdiction or carried out under its control anywhere. Implementation of the Agreement between the Government of Canada and the International Atomic Energy Agency in connection with the Treaty on the Non-Proliferation of Nuclear Weapons shall be considered as fulfilling this requirement.

"B. By the International Atomic Energy Agency with respect to all civil nuclear activities within the territory of the United States, under its jurisdiction or carried out under its control anywhere. Implementation of the proposed Agreement between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States of America shall be considered as fulfilling this requirement."

## ARTICLE 4

Article II of the Agreement is amended by:

(a) adding the following new sentence at the end of the first paragraph: "If proprietary information is transferred, both Parties will use their best efforts to ensure that its proprietary nature will be respected."; and

(b) paragraph E is amended to read:

"E. Health and Safety"

"The entire field of health and safety as related to this Article. In addition, those problems of health and safety which affect the individual, his environment, and the civilian population as a whole except as provided in paragraph A."

## ARTICLE 5

Article II BIS of the Agreement is amended by:

(a) deleting the "A." at the beginning of the first paragraph; and

(b) deleting paragraph B.

## ARTICLE 6

Article IV of the Agreement is amended by:

(a) replacing the phrase "equipment and devices" with "equipment and devices, major critical components and components" both in the title and in the text of the Article; and

(b) deleting ", except as provided in Article VII" from the first sentence.

## ARTICLE 7

Article V of the Agreement is amended to read:

"ARTICLE V - Other Arrangements for Materials,  
Equipment and Devices, Major Critical Components,  
Components, Information and Services

"It is contemplated that, as provided in this Article, persons in either the United States or Canada may deal directly with either Party or with persons in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article II, and under the limitations set forth therein, either Party as well as persons under the jurisdiction of either Party will be permitted to make arrangements to transfer and export materials, equipment and devices, major critical components, components and information to, and perform services for, the other Party and such persons under the jurisdiction of the other Party as are authorized by the other Party to receive and possess such items and utilize such services, subject to:

"A. Applicable laws, regulations and license requirements of the Parties; and

"B. The approval of the Party to which the person is subject when such items or services are classified or when the furnishing of such items and services requires the communication of classified information."

## ARTICLE 8

Article VI of the Agreement is amended by:

(a) deleting the last two subparagraphs of paragraph A;

(b) deleting ", except as provided in Article VII" from paragraph F; and

(c) deleting paragraph D and relettering paragraphs E and F as D and E.

## ARTICLE 9

Article VII of the Agreement shall be deleted and Article VI BIS of the Agreement is amended by renumbering it Article VII.

## ARTICLE 10

Article VIII of the Agreement is amended by replacing the phrase "equipment and devices" in the first sentence with "equipment and devices, major critical components and components".

## ARTICLE 11

Article X of the Agreement is amended to read:

"ARTICLE X - Security

"The Parties agree that all classified information, material, equipment and devices, major critical components, and components subject to this Agreement will be protected in accordance with mutually agreed security measures."

## ARTICLE 12

The Agreement is amended by inserting the following new Article after Article X:

"ARTICLE X BIS - Coverage of Agreement

"A. Designated nuclear technology, equipment and devices, major critical components, components and material transferred from the territory of one Party to the territory of the other Party, whether directly or through a third country or group of countries, and whether for end use in the territory of the other Party or for retransfer to the territory of the supplying Party or to that of a third country or group of countries, shall be subject to this Agreement if the Parties have exchanged notifications in writing prior to the transfer.

"B. Source and special nuclear material that are produced through the use of source and special nuclear material subject to this Agreement shall also be subject to this Agreement.

"C. Source and special nuclear material that are produced, processed or used by equipment and devices, major critical components or moderator material subject to this Agreement shall also be subject to this Agreement.

"D. Moderator material that is produced through the use of equipment and devices or major critical components subject to this Agreement shall also be subject to this Agreement.

"E. Equipment and devices or major critical components within the jurisdiction of the recipient Party which the recipient Party, or the supplier Party after consultations with the recipient Party, has designated as being designed, constructed or operated on the basis of or by the use of designated nuclear technology subject to this Agreement, and which the supplier Party has transferred to the recipient Party, shall be subject to this Agreement.

"F. Major critical components within the jurisdiction of the recipient Party which the recipient Party, or the supplier Party after consultations with the recipient Party, has designated as a major critical component

designed, constructed or operated on the basis of or by the use of designated nuclear technology derived from a major critical component of the same type subject to this Agreement, and which the supplier Party has transferred to the recipient Party, shall be subject to this Agreement.

"G. Any facility within the jurisdiction of a recipient Party for (i) enrichment or reprocessing, or (ii) heavy water production shall be conclusively presumed to be subject to this Agreement if it is subject to paragraph A or B of Article I BIS and it is designed, constructed or operated on the basis of or by the use of designated nuclear technology or a major critical component of the same type as designated nuclear technology or a major critical component which is subject to this Agreement and was transferred to the recipient Party by the supplier Party after the entry into force of this Article and within a 20 year period prior to the first operation of such facility, and if such facility has been so designated by the recipient Party or the supplier Party after consultations with the recipient Party.

"H. Any facility within the jurisdiction of a recipient Party for (i) enrichment or reprocessing, or (ii) heavy water production shall be conclusively presumed to be subject to this Agreement if it is subject to paragraph A or B of Article I BIS and if:

(1) a facility of the same type or a major critical component thereof or related designated nuclear technology has been transferred to that Party subject to this Agreement after the entry into force of this Article and before the first operation of such facility;

(2) such facility has been designated by the recipient Party, or the supplier Party after consultations with the recipient Party, as a facility whose design, construction or operating process is of essentially the same type as a facility designed, constructed or operated on the basis of or by the use of a transferred facility, a major critical component thereof, or related designated nuclear technology referred to in subparagraph (1); and

(3) such facility has first commenced operation within twenty years after the date of the first operation of a facility or major critical component referred to in subparagraph (1), or such facility has first commenced operation within twenty years after the date of the first operation of a facility or major critical component designed, constructed or operated on the basis of transferred designated nuclear technology referred to in subparagraph (1).

Neither this paragraph nor paragraph G shall limit or restrict paragraph E or F, including the duration of the right under those paragraphs to identify equipment and devices or major critical components as having been constructed or operated on the basis of or by the use of transferred designated nuclear technology or major critical components, nor limit the duration of the safeguards or other controls imposed under this Agreement.



"I. Source and special nuclear material, moderator material, equipment and devices, major critical components, components, classified information, Restricted Data and designated nuclear technology which were subject to this Agreement or to the Exchanges of Notes of January 28 and 30, 1969, March 18 and 25, 1976, or November 15, 1977, before the entry into force of this Article, and which are included on an agreed inventory to be established by the appropriate governmental authorities of both Parties, shall be subject to this Agreement."

#### ARTICLE 13

Article XI of the Agreement is amended to read as follows:

##### "ARTICLE XI - Safeguards

"A. Material subject to this Agreement and any source or special nuclear material used in or produced through the use of any components subject to this Agreement, over which Canada has jurisdiction, shall be subject to safeguards in accordance with the Agreement between Canada and the International Atomic Energy Agency referred to in Article I BIS.

"B. Material subject to this Agreement and source or special nuclear material used in or produced through the use of any component subject to this Agreement, over which the United States has jurisdiction, shall be subject to safeguards in accordance with the Agreement between the United States and the International Atomic Energy Agency referred to in Article I BIS.

"C. If for any reason International Atomic Energy Agency safeguards are not being or will not be applied to material subject to this Agreement or produced through the use of any components subject to this Agreement in a manner in which both Parties are satisfied is in accordance with the appropriate agreement referred to in paragraph A or B, to ensure effective continuity of safeguards with respect to such material the Parties shall immediately enter into arrangements which conform to the Agency's safeguards principles and procedures, with the coverage required pursuant to those paragraphs and provided for by applicable administrative arrangements, and which provide assurances equivalent to that intended to be secured by the safeguards system they replace. The Parties shall consult and assist each other in the application of such a safeguards system.

"D. Upon a request of either Party, the other Party shall report or permit the International Atomic Energy Agency to report on the status of all inventories of any material subject to paragraph A or B, as applicable."

#### ARTICLE 14

Article XII of the Agreement is amended to read as follows:

##### "ARTICLE XII - Guarantees

"A. The safeguards provided for in Article XI shall be maintained.

"B. Designated nuclear technology, material, equipment and devices, major critical components and components subject to this Agreement and material used in or produced through the use of the foregoing, and over which a Party has jurisdiction, shall not be used for any nuclear explosive device or for research on or development of any nuclear explosive device.

"C. Designated nuclear technology, material, equipment and devices, major critical components and components subject to this Agreement and source or special nuclear material used in or produced through the use of any components subject to this Agreement, and over which a Party has jurisdiction, shall not be used for any military purpose.

"D. Designated nuclear technology, material, equipment and devices, major critical components, components and Restricted Data subject to this Agreement and over which a Party has jurisdiction, shall not be transferred to unauthorized persons, or, unless the Parties agree, beyond the territorial jurisdiction of that Party.

"E. Source and special nuclear material subject to this Agreement and over which a Party has jurisdiction shall not be reprocessed unless the Parties agree. Plutonium, uranium containing more than 12 percent of the isotope 233, uranium enriched to 20 percent or greater in the isotope 235, or irradiated source or special nuclear material, subject to this Agreement and over which a Party has jurisdiction, shall not, unless the Parties agree, be altered in form or content, except by irradiation or further irradiation.

"F. Plutonium (except as contained in irradiated fuel elements), uranium containing more than 12 percent of the isotope 233 and uranium enriched to 20 percent or greater in the isotope 235, subject to this Agreement and over which a Party has jurisdiction, shall only be stored in facilities that have been agreed to in advance by the Parties.

"G. Uranium subject to this Agreement and over which a Party has jurisdiction shall not be enriched to 20 percent or greater in the isotope 235 unless the Parties agree.

"H. Adequate physical security shall be maintained with respect to all material and equipment and devices subject to this Agreement, over which a Party has jurisdiction, and which are subject to the relevant Agreement specified in Article I BIS. The Parties agree to the levels for the application of physical security set forth in Annex A, which levels may be modified by mutual consent of the Parties. The Parties shall maintain adequate physical security measures in accordance with such levels. The measures shall as a minimum provide protection comparable to that set forth in document INFCIRC/225/Revision 1 of the International Atomic Energy Agency, entitled, "The Physical Protection of Nuclear Materials", or any revision of this document agreed to by the Parties. The Parties shall consult periodically, or at the request of either Party, concerning matters relating to physical security.

"I. A Party shall not withhold agreement to a matter referred to in paragraphs D, E, F or G for the purpose of securing commercial advantage."

## ARTICLE 15

The Agreement is amended by inserting the following new Article after Article XII:

"ARTICLE XII BIS - Agreed Stipulations

"A. If either Party at any time following entry into force of this Article does not comply with the provisions of Article XI or XII or terminates, abrogates or materially violates a safeguards agreement with the International Atomic Energy Agency, the other Party shall have the right to:

"(1) Cease further cooperation under this Agreement; and

"(2) Require the return of any material, equipment and devices, major critical components and components subject to this Agreement and any special nuclear material produced through the use of components subject to this Agreement.

"B. If at any time following entry into force of this Article Canada detonates a nuclear explosive device, or if the United States detonates a nuclear explosive device utilizing any source material or special nuclear material subject to International Atomic Energy Agency safeguards or subject to an agreement requiring that the United States use it solely for peaceful purposes, the other Party shall have the rights as specified in subparagraphs 1 and 2 of paragraph A.

"C. If either Party exercises its rights under paragraph A or B to require the return of any material, equipment or devices, major critical components or components, the Parties shall make such appropriate arrangements as may be required which shall not be subject to any further agreement between the Parties as otherwise contemplated under Article XII.

"D. Notwithstanding the suspension, termination or expiration of this Agreement or any cooperation hereunder for any reason, Articles XI and XII and paragraphs A, B and C of this Article shall continue in effect so long as any designated nuclear technology, material, equipment and devices, major critical components or components subject to these provisions remain in the territory of the Party concerned or under its jurisdiction or control anywhere, or until such time as the Parties agree that such designated nuclear technology, material, equipment and devices, major critical components or components are no longer useable for any nuclear activity relevant from the point of view of safeguards."

## ARTICLE 16

The Agreement is amended by inserting the following new Article after Article XII BIS:

"ARTICLE XII TER - Consultations

"A. The Parties shall consult at any time at the request of either Party regarding application of this Agreement. If differences arise between the Parties concerning interpretation or application of this Agreement, the Parties shall consult with a view to resolving them.



"B. The appropriate governmental authorities of both Parties shall establish administrative arrangements to implement this Agreement."

#### ARTICLE 17

Article XIII of the Agreement is amended to read as follows:

"ARTICLE XIII - Responsibility for Use of Information, Material, Equipment and Devices, Major Critical Components and Components"

"The application or use of any information, material, equipment and devices, major critical components or components exchanged or transferred between the Parties under this Agreement shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information and does not warrant the suitability of such information, material, equipment and devices, major critical components or components for any particular use or application."

#### ARTICLE 18

Article XIII BIS of the Agreement is amended to read as follows:

"ARTICLE XIII BIS - Dispute Settlement"

"The Parties shall seek to resolve any dispute concerning the interpretation or application of this Agreement by negotiation, inquiry, mediation, conciliation, arbitration, judicial settlement, or other peaceful means of their own choice."

#### ARTICLE 19

Article XIV of the Agreement is amended to read as follows:

"ARTICLE XIV - Definitions"

"A. "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material.

"B. "Classified" means a security designation of "confidential" or higher applied under the laws and regulations of either Canada or the United State to any data, information, materials, services or other matters, and includes "Restricted Data".

"C. "Component" means any part of equipment and devices or other part, other than major critical components, so designated by agreement between the Parties.



"D. "Designated nuclear technology" means any information which is important to the design, production (including construction and fabrication), or operation (including maintenance and testing) of any heavy water production facility, heavy water moderated reactor, or any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, or fabrication of nuclear fuel containing plutonium, or other important information, and which is designated as such by the supplier Party after consultation with the recipient Party and prior to the supply of such information.

"E. "Equipment and devices" means production or utilization facilities, or any facility for the production of heavy water or fabrication of nuclear fuel containing plutonium, or any other facility so designated by agreement of the Parties.

"F. "Information" means technical data in physical form including but not limited to technical drawings, photographic negatives and prints, recordings, design data and technical and operating manuals that can be used in design, production (including construction and fabrication), or operation (including maintenance and testing) of equipment and devices, major critical components, components or material, except technical data which is in the public domain.

"G. "Major critical component" means any part or group of parts important to the operation of equipment and devices and so designated by agreement between the Parties.

"H. "Material" means source or special nuclear material, moderator material or any other substance so designated by agreement of the Parties.

"I. "Moderator material" means any heavy water or graphite as defined in Annex B of this Agreement, or any other substance so designated by agreement of the Parties which is suitable for use in any reactor to slow down high velocity neutrons and increase the likelihood of further fission.

"J. "Party" means in the case of United States of America the Government of the United States of America, and in the case of Canada the Government of Canada. "Supplier Party" means the government from whose jurisdiction the transfer is effected and "recipient Party" means the government into whose jurisdiction the transfer is effected.

"K. "Person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, governmental agency, or government corporation, but does not include the Parties to this Agreement.

"L. "Pilot plant" means a device operated to acquire specific data for the design of a full-scale plant and which utilizes the process, or a portion thereof, and the types of components which would be used in a full-scale production plant.

"M. "Production facility" means any nuclear reactor designed or used primarily for the formation of plutonium or uranium 233, any facility designed or used for the separation of the isotopes of uranium or plutonium, any facility designed or used for the processing of irradiated materials containing special nuclear material, or any other items so designated by agreement of the Parties.

"N. "Reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium or thorium, or by combination thereof, or any other apparatus so designated by agreement of the Parties.

"O. "Restricted Data" means all data concerning (1) design, manufacture or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to United States law.

"P. "Source material" means uranium containing the mixture of isotopes occurring in nature; uranium depleted in the isotope 235; thorium; any of the foregoing in the form of metal, alloy, chemical compound or concentrate; or any other substance so designated by agreement of the Parties.

"Q. "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or 235, but does not include source material; (2) any material enriched by any of the foregoing, but does not include source material; or (3) any other substance so designated by agreement of the Parties.

"R. "Utilization facility" means any reactor other than the one designed or used primarily for the formation of plutonium or uranium 233.

"S. "Uranium enriched in the isotope 233 or 235" means uranium containing the isotope 233 or 235 or both in an amount such that the abundance ratio of the sum of these isotopes to the isotope 238 is greater than the abundance ratio of the isotope 235 to the isotope 238 occurring in nature."

#### ARTICLE 20

The Agreement is amended by:

XIV: (a) inserting the following new Article after Article

#### "ARTICLE XV - Annexes

"Annexes A and B shall constitute an integral part of this Agreement."; and

(b) attaching to the Agreement the following Annexes  
A and B:

"ANNEX A"

"Pursuant to paragraph H of Article XII, the agreed levels of physical security to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as below.

"Category III"

"Use and storage within an area to which access is controlled.

"Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

"Category II"

"Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

"Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibilities.

"Category I"

"Material in this category shall be protected with highly reliable systems against unauthorized use as follows:

"Use and storage within a highly protected area, i.e., a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

"Transportation under special precautions as identified above for transportation of Categories II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

" TABLE: CATEGORIZATION OF NUCLEAR MATERIAL<sup>e</sup>

Material	Form	Category		
		I	II	III
1. Plutonium <sup>a,f</sup>	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less <sup>c</sup>
2. Uranium-235 <sup>d</sup>	Unirradiated <sup>b</sup>			
	— uranium enriched to 20% <sup>235</sup> U or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less <sup>c</sup>
	— uranium enriched to 10% <sup>235</sup> U but less than 20%	—	10 kg or more	Less than 10 kg <sup>c</sup>
	— uranium enriched above natural, but less than 10% <sup>235</sup> U	—	—	10 kg or more
3. Uranium-233	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less <sup>c</sup>

All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.

Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.

Less than a radiologically significant quantity should be exempted.

Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10%, not falling in Category III should be protected in accordance with prudent management practice.

Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its original fissile material content is included in Category I or II before irradiation should only be reduced one Category level, while the radiation level from the fuel exceeds 100 rads/h at one meter unshielded.

The State's competent authority should determine if there is a credible threat to disperse plutonium malevolently. The State should then apply physical protection requirements for category I, II or III of nuclear material, as it deems appropriate and without regard to the plutonium quantity specified under each category herein, to the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal threat."



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"ANNEX B""Heavy Water and Graphite"

"1. Deuterium and deuterium compounds: Deuterium and any deuterium compound in which the ratio of deuterium to hydrogen exceeds 1:5000 for use in a reactor, as defined in paragraph I of Article XIV of this Agreement, in quantities exceeding 200 kg of deuterium atoms in any period of 12 months.

"2. Nuclear grade graphite: Graphite having a purity level better than five parts per million boron equivalent and with a density greater than 1.50 grams per cubic centimeter in quantities exceeding 30 metric tons in any period of 12 months."

## ARTICLE 21

A. This Protocol shall enter into force upon the date upon which the Parties exchange diplomatic notes informing each other that they have complied with all applicable requirements for its entry into force.<sup>[1]</sup>

B. The Agreements effected by the Exchanges of Notes of January 28 and 30, 1969, March 18 and 25, 1976, and November 15, 1977, shall terminate upon the entry into force of this Protocol.

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<sup>1</sup> July 9, 1980.

[Footnote added by the Department of State.]

PROTOCOLE MODIFIANT L'ACCORD DE COOPÉRATION  
ENTRE LE GOUVERNEMENT DES ÉTATS-UNIS D'AMÉRIQUE  
ET LE GOUVERNEMENT DU CANADA  
CONCERNANT LES EMPLOIS CIVILS DE L'ÉNERGIE ATOMIQUE,  
DANS SA FORME MODIFIÉE

Le Gouvernement des États-Unis d'Amérique et le  
Gouvernement du Canada,

Désirant modifier l'Accord de coopération concernant  
les emplois civils de l'énergie atomique, signé par le  
Gouvernement des États-Unis d'Amérique et le Gouvernement du  
Canada à Washington le 15 juin 1955, et modifié par les Accords  
signés à Washington le 26 juin 1956, le 11 juin 1960 et le  
25 mai 1962 (ci-après appelé l'Accord) et auquel sont venus  
s'ajouter les Échanges de Notes des 28 et 30 janvier 1969, des  
18 et 25 mars 1976 et du 15 novembre 1977;

Reconnaissant que le Canada, État non doté de l'arme  
nucléaire, a conclu avec l'Agence internationale de l'énergie  
atomique le 21 février 1972 un Accord relatif à l'application de  
garanties dans le cadre du Traité sur la non-prolifération des  
armes nucléaires, et

Reconnaissant que les États-Unis, État doté de l'arme  
nucléaire selon le sens donné à cette expression dans le Traité  
sur la non-prolifération des armes nucléaires, projettent de  
conclure sous peu avec l'Agence internationale de l'énergie  
atomique un accord de garanties portant sur l'application de ces  
garanties aux États-Unis;

Sont convenus de ce qui suit:

ARTICLE PREMIER

Le préambule de l'Accord est modifié de la façon  
ci-après:

a) remplacement du mot "quelques" dans la première phrase  
par les mots "de nombreuses";

b) substitution, dans la septième phrase, des mots "de leurs programmes respectifs visant l'énergie atomique" par les mots "de leurs programmes visant l'utilisation pacifique de l'énergie atomique"; et

c) suppression de l'avant-dernière phrase.

#### ARTICLE 2

L'Article I de l'Accord est modifié, la date d'expiration devenant le "1<sup>er</sup> janvier 2000".

#### ARTICLE 3

Le nouvel article ci-après est inséré dans l'Accord à la suite de l'Article I:

"ARTICLE I BIS - Champ d'application des garanties"

"La coopération dans le cadre du présent Accord nécessitera l'application des garanties:

"A. par l'Agence internationale de l'énergie atomique en ce qui a trait à toutes les activités nucléaires exercées sur le territoire du Canada, sous sa compétence ou menées sous son contrôle en quelque lieu que ce soit. L'application de l'Accord entre le Gouvernement du Canada et l'Agence internationale de l'énergie atomique relatif au Traité sur la non-prolifération des armes nucléaires sera considérée comme satisfaisant à cette obligation.

"B. par l'Agence internationale de l'énergie atomique en ce qui a trait à toutes les activités nucléaires civiles exercées sur le territoire des États-Unis, sous leur compétence ou menées sous leur contrôle en quelque lieu que ce soit. L'application de l'Accord proposé entre les États-Unis d'Amérique et l'Agence internationale de l'énergie atomique pour l'application des garanties aux États-Unis d'Amérique sera considérée comme satisfaisant à cette obligation."

#### ARTICLE 4

L'Article II de l'Accord est modifié de la façon ci-après:

a) ajout de la nouvelle phrase suivante à la fin du premier paragraphe: "Si des données exclusives sont transférées, les deux Parties feront toute diligence pour veiller à ce que la nature exclusive de ces données soit respectée."; et

b) le paragraphe E est modifié de la façon ci-après:

"E. Santé et sécurité

"Tout le domaine de la santé et de la sécurité se rattachant au présent article. En outre, les problèmes de santé et de sécurité touchant l'individu et son milieu ainsi que la population civile dans son ensemble, exception faite des dispositions du paragraphe A."

## ARTICLE 5

L'Article II BIS de l'Accord est modifié de la façon ci-après:

- a) suppression du "A." au début du premier paragraphe; et
- b) suppression du paragraphe B.

## ARTICLE 6

L'Article IV de l'Accord est modifié de la façon ci-après:

- a) remplacement des termes "outillage-dispositifs" par les termes "outillage-dispositifs, principaux composants d'importance cruciale et composants", tant dans le titre que dans le corps de l'article; et
- b) suppression des mots ",sans préjudice des dispositions de l'Article VII" dans la première phrase.

## ARTICLE 7

L'Article V de l'Accord est modifié de la façon ci-après:

"ARTICLE V - Autres dispositions relatives aux matières et au matériel, à l'outillage-dispositifs, aux principaux composants d'importance cruciale, aux composants, ainsi qu'aux renseignements et aux services"

"Il est envisagé que, selon les dispositions du présent article, des personnes des États-Unis ou du Canada pourront traiter directement avec l'une ou l'autre Partie ou avec des personnes dans l'autre pays. En conséquence, en ce qui concerne les catégories de renseignements qu'il est convenu d'échanger aux termes de l'Article II et sous réserve des conditions énoncées à cet article, l'une ou l'autre Partie, de même que les personnes relevant de la compétence de l'une ou l'autre Partie pourront être autorisées à prendre des dispositions en vue de transférer et d'exporter des matières, du matériel, de l'outillage-dispositifs, des composants principaux d'importance cruciale, des composants et des renseignements et d'assurer des services à l'autre Partie ou à des personnes relevant de la compétence de l'autre Partie et autorisées par cette dernière à recevoir et à posséder ces éléments, ainsi qu'à faire usage des services, sous réserve:

"A. des lois, règlements et conditions d'autorisation applicables des Parties; et

"B. de l'approbation de la Partie de la compétence de laquelle relève la personne lorsque ces éléments ou services sont assortis d'une classification de sécurité ou lorsqu'il est nécessaire, pour fournir ces éléments ou assurer ces services, de communiquer des renseignements assortis d'une classification de sécurité."

## ARTICLE 8

L'Article VI de l'Accord est modifié de la façon ci-après:



- a) suppression des deux derniers sous-paragraphes du paragraphe A;
- b) suppression des termes ",sous réserve des dispositions de l'Article VII" dans le paragraphe F; et
- c) suppression du paragraphe D et transformation de "E" et "F" en "D" et "E".

## ARTICLE 9

L'Article VII de l'Accord est supprimé et l'Article VI BIS de l'Accord devient l'Article VII.

## ARTICLE 10

L'Article VIII de l'Accord est modifié de la façon ci-après: les termes "l'outillage et les dispositifs" dans la première phrase sont remplacés par les termes "l'outillage-dispositifs, les principaux composants d'importance cruciale et les composants".

## ARTICLE 11

L'Article X de l'Accord est modifié de la façon ci-après:

"ARTICLE X - Sécurité

"Les Parties conviennent que tous les renseignements assortis d'une classification de sécurité, matières et matériel, outillage et dispositifs, principaux composants d'importance cruciale et composants assujettis au présent Accord seront protégés par des mesures de sécurité mutuellement convenues."

## ARTICLE 12

L'Accord est modifié par l'insertion, après l'Article X, du nouvel article suivant:

"ARTICLE X BIS - Champ d'application de l'Accord

"A. La technologie nucléaire désignée, l'outillage-dispositifs, les principaux composants d'importance cruciale, les composants ainsi que les matières et le matériel transférés du territoire de l'une des Parties sur le territoire de l'autre Partie, directement ou par l'intermédiaire d'un tiers pays ou d'un groupe de pays, et que ce soit pour utilisation sur place dans le territoire de l'autre Partie ou pour retransfert sur le territoire de la Partie fournisseuse ou sur le territoire d'un tiers pays ou d'un groupe de pays, seront assujettis au présent Accord, si les Parties en sont convenues par voie de notification écrite avant le transfert.

"B. Les matières brutes et les matières nucléaires spéciales produites par l'utilisation de matières brutes ou de matières nucléaires spéciales assujetties au présent Accord seront également assujetties au présent Accord.

"C. Les matières brutes et les matières nucléaires spéciales produites, traitées ou utilisées à l'aide d'outillage-dispositifs, de principaux composants d'importance cruciale ou d'une substance de ralentissement assujettis au présent Accord seront également assujetties au présent Accord.

"D. Toute substance de ralentissement produite par l'utilisation de l'outillage-dispositifs ou de principaux composants d'importance cruciale assujettis au présent Accord sera également assujettie au présent Accord.

"E. L'outillage-dispositifs ou les principaux composants d'importance cruciale sous la compétence de la Partie destinataire et que celle-ci, ou la Partie fournisseuse après consultation avec la Partie destinataire, a désignés comme étant conçus, construits ou exploités sur la base ou à l'aide d'une technologie nucléaire désignée assujettie au présent Accord, et que la Partie fournisseuse a transférés à la Partie destinataire, seront assujettis au présent Accord.

"F. Les principaux composants d'importance cruciale sous la compétence de la Partie destinataire et que celle-ci, ou la Partie fournisseuse après consultation avec la Partie destinataire, a désignés comme étant un composant principal d'importance cruciale conçu, construit ou exploité sur la base ou à l'aide d'une technologie nucléaire désignée dérivée d'un composant principal d'importance cruciale du même type et assujetti au présent Accord, et que la Partie fournisseuse a transférés à la Partie destinataire, seront assujettis au présent Accord.

"G. Toute installation sous la compétence de la Partie destinataire utilisée i) pour l'enrichissement ou le retraitement ou ii) pour la production d'eau lourde sera définitivement réputée être assujettie au présent Accord si ladite installation tombe sous le coup des paragraphes A ou B de l'Article I BIS et si elle est conçue, construite ou exploitée sur la base ou à l'aide d'une technologie nucléaire désignée ou d'un composant principal d'importance cruciale du même type que la technologie nucléaire désignée ou qu'un composant principal d'importance cruciale assujettis au présent Accord et qui ont été transférés à la Partie destinataire par la Partie fournisseuse après l'entrée en vigueur du présent article et dans les vingt ans qui précèdent la date de mise en fonctionnement de ladite installation, et si ladite installation a été désignée comme telle par la Partie destinataire ou par la Partie fournisseuse après consultation avec la Partie destinataire.

"H. Toute installation sous la compétence de la Partie destinataire et utilisée i) pour l'enrichissement ou le retraitement, ou ii) pour la production d'eau lourde sera définitivement réputée être assujettie au présent Accord, si ladite installation tombe sous le coup des paragraphes A ou B de l'Article I BIS et si:

1) une installation du même type ou un composant principal d'importance cruciale de ladite installation ou une technologie nucléaire connexe désignée assujettie au présent Accord a été transférée à ladite Partie, après l'entrée en vigueur du présent article et avant la date de mise en fonctionnement de ladite installation;

2) ladite installation a été désignée par la Partie destinataire, ou par la Partie fournisseuse après consultation avec la Partie destinataire, comme une installation dont la conception, la construction ou le mode d'exploitation est essentiellement du même type que pour une installation conçue, construite ou exploitée sur la base ou à l'aide d'une installation transférée, d'un composant principal d'importance cruciale lié à celle-ci, ou d'une technologie nucléaire connexe désignée mentionnée au sous-paragraphe 1); et

3) la mise en fonctionnement de ladite installation intervient dans les vingt ans suivant la date de la mise en fonctionnement d'une installation ou d'un composant principal d'importance cruciale mentionné au sous-paragraphe 1), ou si la mise en fonctionnement de ladite installation intervient dans les vingt ans suivant la date de la mise en fonctionnement d'une installation ou d'un composant principal d'importance cruciale conçu, construit ou exploité sur la base d'une technologie nucléaire désignée qui a été transférée et qui est mentionnée au sous-paragraphe 1).

Ni le présent paragraphe ni le paragraphe G ne limiteront ou ne restreindront la portée des paragraphes E ou F, y compris en ce qui concerne la durée d'exercice du droit donné en vertu de ces paragraphes d'indiquer l'outillage-dispositifs, ou les principaux composants d'importance cruciale comme ayant été construits ou exploités sur la base ou à l'aide de la technologie nucléaire désignée transférée ou de principaux composants d'importance cruciale transférés, ni ne limitent la durée des garanties et autres contrôles imposés aux termes du présent Accord.

"I. Les matières brutes et les matières nucléaires spéciales, les substances de ralentissement, l'outillage-dispositifs, les principaux composants d'importance cruciale, les composants, les renseignements classifiés, les renseignements faisant l'objet d'une diffusion restreinte et la technologie nucléaire désignée qui étaient assujettis au présent Accord ou aux Échanges de Notes des 28 et 30 janvier 1969, des 18 et 25 mars 1976 ou du 15 novembre 1977, avant l'entrée en vigueur du présent article, et qui sont inclus dans un inventaire convenu devant être établi par les autorités gouvernementales compétentes de chaque Partie, seront assujettis au présent Accord."

#### ARTICLE 13

L'Article XI de l'Accord est modifié de la façon ci-après:

##### "ARTICLE XI - Garanties

"A. Les matières et le matériel assujettis au présent Accord, toute matière brute et toute matière nucléaire spéciale utilisées dans tout composant assujetti au présent Accord, ou produites par l'utilisation dudit composant, et sur lesquelles le Canada a compétence, seront assujetties aux garanties en conformité avec l'Accord entre le Canada et l'Agence internationale de l'énergie atomique mentionné à l'Article I BIS.



"B. Les matières et le matériel assujettis au présent Accord, les matières brutes et les matières nucléaires spéciales utilisées dans tout composant assujetti au présent Accord, ou produites par l'utilisation dudit composant, et sur lesquelles les États-Unis ont compétence, seront assujetties aux garanties en conformité avec l'Accord entre les États-Unis et l'Agence internationale de l'énergie atomique mentionné à l'Article I BIS.

"C. Si, pour une quelconque raison, les garanties de l'Agence internationale de l'énergie atomique ne sont pas ou ne seront pas appliquées aux matières et au matériel assujettis au présent Accord ou produits par l'utilisation de tout composant assujetti au présent Accord d'une manière qui, de l'avis des deux Parties, est conforme à l'Accord pertinent mentionné aux paragraphes A ou B, les Parties, afin d'assurer la continuité effective des garanties concernant lesdites matières et ledit matériel, négocieront sur-le-champ des arrangements conformes aux principes et pratiques de l'Agence en matière de garanties, avec la couverture requise conformément à ces paragraphes et prévue par les arrangements administratifs appropriés, et qui donnent des assurances équivalentes à celles prévues par le système de garanties qu'elles remplacent. Les Parties devront se consulter et s'aider en ce qui a trait à l'application de ces garanties.

"D. Sur demande de l'une des Parties, l'autre Partie présentera un rapport ou permettra à l'Agence internationale de l'énergie atomique de présenter un rapport sur l'état de tous les inventaires des matières et du matériel assujettis aux paragraphes A ou B, selon le cas.

#### ARTICLE 14

L'Article XII de l'Accord est modifié de la façon ci-après:

##### "ARTICLE XII - Garanties

"A. Les garanties prévues à l'Article XI seront maintenues.

"B. La technologie nucléaire désignée, les matières et le matériel, l'outillage-dispositifs, les principaux composants d'importance cruciale et les composants assujettis au présent Accord, ainsi que les matières et le matériel utilisés dans ceux-ci ou produits par l'utilisation de ceux-ci, et sur lesquels l'une des Parties a compétence, ne devront pas servir à quelque engin explosif nucléaire que ce soit, ou à des recherches liées à un engin explosif nucléaire ou encore au développement d'un tel engin.

"C. La technologie nucléaire désignée, les matières et le matériel, l'outillage-dispositifs, les principaux composants d'importance cruciale et les composants assujettis au présent Accord, ainsi que les matières brutes ou les matières nucléaires spéciales utilisées dans ceux-ci ou produites par l'utilisation de tout composant assujetti au présent Accord, et sur lesquels l'une des Parties a compétence, ne seront pas utilisées à quelque fin militaire que ce soit.



"D. La technologie nucléaire désignée, les matières et le matériel, l'outillage-dispositifs, les principaux composants d'importance cruciale, les composants et les renseignements faisant l'objet d'une diffusion restreinte assujettis au présent Accord et sur lesquels l'une des Parties a compétence, ne seront pas transférés à des personnes non autorisées ou, à moins que les Parties n'en conviennent autrement, au delà de la juridiction territoriale de ladite Partie.

"E. Les matières brutes et les matières nucléaires spéciales assujetties au présent Accord et sur lesquelles l'une des Parties a compétence ne seront pas retraitées à moins que les Parties n'en conviennent autrement. Le plutonium, l'uranium contenant plus de 12 pour cent d'isotope 233, l'uranium enrichi jusqu'à 20 pour cent ou plus d'isotope 235, une source irradiée ou des matières nucléaires spéciales assujetties au présent Accord et sur lesquels l'une des Parties a compétence, ne seront pas modifiées dans leur forme ou leur contenu, sauf par irradiation ou nouvelle irradiation, à moins que les Parties n'en conviennent autrement.

"F. Le plutonium (sauf lorsqu'il est contenu dans des éléments combustibles irradiés), l'uranium contenant plus de 12 pour cent de l'isotope 233 et l'uranium enrichi de 20 pour cent ou plus de l'isotope 235, assujettis au présent Accord et sur lesquels l'une des Parties a compétence ne seront entreposés que dans des installations dont les Parties auront convenu à l'avance.

"G. L'uranium assujetti au présent Accord et sur lequel l'une des Parties a compétence ne pourra être enrichi de plus de 20 pour cent d'isotope 235, à moins que les Parties n'en conviennent autrement.

"H. Des mesures de sécurité physique appropriées devront être maintenues en ce qui a trait aux matières et au matériel, ainsi qu'à l'outillage-dispositifs assujettis au présent Accord, et sur lesquels l'une des Parties a compétence, et qui sont également assujettis à l'Accord pertinent mentionné à l'Article I BIS. Les Parties conviennent des niveaux concernant l'application des mesures de sécurité physique énoncés à l'Annexe A, lesquels niveaux peuvent être modifiés par consentement mutuel des deux Parties. Les Parties devront maintenir des mesures de sécurité physique adéquates en conformité avec ces niveaux. Les mesures devront assurer une protection au moins comparable à celle décrite dans le document INFCIRC/225/Révision 1 de l'Agence internationale de l'énergie atomique intitulé "La protection physique des matières nucléaires" ou dans toute révision de ce document dont aurait convenu les Parties. Les Parties se consulteront périodiquement, ou à la demande de l'une d'entre elles, en ce qui a trait aux questions liées à la sécurité physique.

"I. Aucune des Parties ne pourra refuser de donner son accord sur une des questions mentionnées aux paragraphes D, E, F ou G, dans le but de s'assurer un avantage commercial."

#### ARTICLE 15

L'Accord est modifié par l'insertion, après l'Article XII, du nouvel article suivant:

"ARTICLE XII BIS - Conditions convenues

"A. Si, à quelque moment que ce soit après l'entrée en vigueur du présent article, une Partie déroge aux dispositions de l'Article XI ou XII, ou dénonce, abroge ou viole matériellement un accord de garanties avec l'Agence internationale de l'énergie atomique, l'autre Partie pourra:

"1) cesser toute coopération ultérieure en vertu du présent Accord; et

"2) exiger le retour de toutes matières et de tout matériel, de tout outillage-dispositifs, de tous composants principaux d'importance cruciale et de tous composants assujettis au présent Accord ainsi que de toutes matières nucléaires spéciales produites par l'utilisation des composants assujettis au présent Accord.

"B. Si, à quelque moment que ce soit après l'entrée en vigueur du présent article, le Canada fait exploser un engin nucléaire, ou si les États-Unis font exploser un engin nucléaire en utilisant toutes matières brutes ou toutes matières nucléaires spéciales assujetties aux garanties de l'Agence internationale de l'énergie atomique ou à un accord aux termes duquel les États-Unis ne sont tenus de les utiliser qu'à des fins pacifiques, l'autre Partie aura les droits précisés aux sous-paragraphes 1 et 2 du paragraphe A.

"C. Si l'une ou l'autre Partie se prévaut des droits que lui confèrent les paragraphes A ou B pour exiger le retour de toutes matières et de tout matériel, de tout outillage-dispositifs, ou de tous composants principaux d'importance cruciale ou composants, les Parties devront procéder aux arrangements appropriés qui pourront être requis et qui ne seront pas assujettis à tout autre accord entre les Parties, ainsi que le prévoit autrement l'Article XII.

"D. Nonobstant la suspension, la dénonciation ou l'expiration du présent Accord ou de toute coopération en vertu dudit Accord, pour quelque raison que ce soit, les articles XI et XII et les paragraphes A, B et C du présent Article resteront en vigueur aussi longtemps que toute technologie nucléaire désignée, toutes matières et tout matériel, tout outillage-dispositifs, tous composants principaux d'importance cruciale ou tous composants assujettis aux présentes dispositions resteront dans le territoire de la Partie concernée ou sous sa compétence ou sous son contrôle en quelque lieu que ce soit, ou jusqu'à ce que les Parties conviennent que ces technologies nucléaires désignées, ces matières et ce matériel, cet outillage-dispositifs, ces principaux composants d'importance cruciale et ces composants ne peuvent plus servir à aucune activité nucléaire visée par les garanties."

ARTICLE 16

L'Accord est modifié par l'insertion, après l'Article XII BIS, du nouvel article suivant:

"ARTICLE XII TER - Consultations

"A. Les Parties se consulteront en tout temps à la demande de l'une ou l'autre Partie concernant l'application du présent Accord. Tout différend portant sur l'interprétation ou sur l'application du présent Accord fera l'objet de consultations entre les deux Parties en vue de résoudre ce différend.

"B. Les organismes gouvernementaux compétents des deux Parties devront convenir d'arrangements administratifs visant l'application du présent Accord."

## ARTICLE 17

L'Article XIII de l'Accord est modifié de la façon ci-après:

"ARTICLE XIII - Responsabilité en ce qui concerne l'utilisation des renseignements, des matières et du matériel, de l'outillage-dispositifs, des principaux composants d'importance cruciale et des composants

"L'application ou l'utilisation de tous renseignements, de toutes matières et de tout matériel, de tout outillage-dispositifs, de tous principaux composants d'importance cruciale ou de tous composants échangés ou transférés entre les Parties aux termes du présent Accord incombera à la Partie receveuse, et l'autre Partie ne garantit ni l'exactitude ni le caractère complet des renseignements et elle ne garantit aucunement que lesdits renseignements, matières et matériel, outillage-dispositifs, principaux composants d'importance cruciale et composants puissent servir à quelque utilisation ou application particulière."

## ARTICLE 18

L'Article XIII BIS de l'Accord est modifié de la façon ci-après:

"ARTICLE XIII BIS - Règlement des différends

"Les Parties devront chercher à résoudre tout différend concernant l'interprétation ou l'application du présent Accord par voie de négociation, d'enquête, de médiation, de conciliation, d'arbitrage, de règlement judiciaire ou d'autres moyens pacifiques de leur choix."

## ARTICLE 19

L'Article XIV de l'Accord est modifié de la façon ci-après:

"ARTICLE XIV - Définitions

"A. Le terme "sous-produit" désigne toute matière radioactive (à l'exception des matières nucléaires spéciales) produite ou rendue radioactive par l'exposition à des radiations inhérentes au processus de fabrication ou d'utilisation des matières nucléaires spéciales.

"B. L'expression "assorti d'une classification de sécurité" signifie revêtu de la mention "Confidentiel" ou d'une mention de sécurité plus élevée appliquée en vertu



des lois et règlements du Canada ou des États-Unis à toutes données, à tous renseignements, matériaux, services ou à toute autre question, et comprend les "renseignements faisant l'objet d'une diffusion restreinte".

"C. Le terme "composant" désigne toute partie de l'outillage-dispositifs ou toute autre partie désignée comme telle d'un commun accord par les Parties, à l'exception des principaux composants d'importance cruciale.

"D. Les termes "technologie nucléaire désignée" désignent tout renseignement pertinent à la conception, à la production (y compris la construction et la fabrication), ou à l'exploitation (y compris la maintenance et les essais) de toute installation de production d'eau lourde, de tout réacteur modéré à l'eau lourde ou de toute installation conçue ou utilisée principalement à des fins d'enrichissement de l'uranium, de retraitement du combustible nucléaire, ou de fabrication de combustible nucléaire contenant du plutonium, ou tout autre renseignement important, et qui est désigné comme tel par la Partie fournisseuse après consultation avec la Partie destinataire et avant le transfert dudit renseignement.

"E. Le terme "outillage-dispositifs" désigne les installations de production ou d'utilisation, ou toute installation servant à la production d'eau lourde ou à la fabrication de combustible nucléaire contenant du plutonium, ou toute autre installation désignée comme telle d'un commun accord par les Parties.

"F. Le terme "renseignement" désigne des données techniques sous forme matérielle, y compris mais non exclusivement des dessins techniques, des négatifs et des épreuves photographiques, des enregistrements, des données descriptives ainsi que des manuels techniques et manuels d'exploitation pouvant servir à la conception, à la production (y compris la construction et la fabrication) ou à l'exploitation (y compris la maintenance et les essais) d'outillage-dispositifs, de composants principaux d'importance cruciale, de composants ou de matières et de matériel, à l'exception des données techniques accessibles au public.

"G. L'expression "principaux composants d'importance cruciale" désigne toute partie ou tout groupe de parties importantes pour l'exploitation d'outillage-dispositifs et désignés comme telles d'un commun accord entre les Parties.

"H. Les termes "matières et matériel" désignent les matières brutes ou les matières nucléaires spéciales, les substances de ralentissement ou toute autre substance désignée comme telle d'un commun accord entre les Parties.

"I. Les termes "substance de ralentissement" désignent toute eau lourde ou tout graphite tel que ces termes sont définis à l'Annexe B du présent Accord, ou toute autre substance ainsi désignée d'un commun accord entre les Parties et qui peut être utilisée dans tout réacteur pour ralentir les neutrons rapides et augmenter les possibilités de nouvelle fission.

"J. Le terme "Partie" désigne pour les États-Unis, le Gouvernement des États-Unis d'Amérique, et pour le Canada,



le Gouvernement du Canada. Les termes "Partie fournisseuse" désignent le gouvernement de la compétence duquel le transfert est effectué et les termes "Partie destinataire", le gouvernement dans la compétence duquel le transfert est effectué.

"K. Le terme "personne" désigne tout individu, toute société constituée en corporation, toute société en nom collectif, toute firme, toute association, toute institution de gestion, toute succession, toute institution publique ou privée, tout groupe, tout organisme ou toute société d'État, mais ne comprend pas les Parties au présent Accord.

"L. Les termes "usine pilote" désignent un dispositif exploité en vue d'acquies des données précises concernant la conception d'une grande usine et utilisant les procédés ou une partie de ceux-ci, et le genre de composants susceptibles d'être employés dans une grande usine de production.

"M. Les termes "installation de production" désignent tout réacteur nucléaire conçu ou utilisé principalement pour la formation de plutonium ou d'uranium 233, toute installation conçue ou utilisée pour la séparation des isotopes d'uranium ou de plutonium, toute installation conçue ou utilisée pour le traitement des matières irradiées contenant des matières nucléaires spéciales, ou tout autre élément désigné comme tel d'un commun accord entre les Parties.

"N. Le terme "réacteur" désigne tout appareil, autre qu'une arme nucléaire ou autre engin explosif nucléaire, dans lequel s'effectue une réaction de fission en chaîne auto-entretenu grâce à l'utilisation d'uranium, de plutonium ou de thorium ou d'une combinaison quelconque de ces trois éléments, ou tout autre appareil désigné comme tel d'un commun accord entre les Parties.

"O. L'expression "renseignement faisant l'objet d'une diffusion restreinte" désigne toute donnée concernant 1) la conception, la fabrication ou l'utilisation d'armes atomiques; 2) la production de matières nucléaires spéciales; ou 3) l'utilisation de matières nucléaires spéciales pour la production d'énergie, mais n'inclut pas les données déclassifiées ou retirées de la catégorie des renseignements faisant l'objet d'une diffusion restreinte, conformément à la législation des États-Unis.

"P. Les termes "matière brute" désignent l'uranium contenant le mélange d'isotopes naturels; l'uranium appauvri d'isotope 235; le thorium; et l'un quelconque des éléments susmentionnés sous la forme de métal, d'alliage, de composé chimique ou de concentré; ou toute autre substance désignée comme telle d'un commun accord entre les Parties.

"Q. Les termes "matières nucléaires spéciales" désignent 1) le plutonium, l'uranium enrichi d'isotope 233 ou 235, mais n'incluent pas les matières brutes; 2) toute matière enrichie par l'un ou l'autre des éléments susmentionnés, mais n'incluent pas les matières brutes; ou 3) toute autre substance désignée comme telle d'un commun accord entre les Parties.

"R. Les termes "installation d'utilisation" désignent tout réacteur autre que celui conçu ou utilisé

principalement pour la formation de plutonium ou d'uranium 233.

"S. L'expression "uranium enrichi d'isotope 233 ou 235" désigne l'uranium contenant l'isotope 233 ou 235 ou les deux à la fois en une quantité telle que le rapport des teneurs entre la somme de ces isotopes et l'isotope 238 est plus grand que le rapport des teneurs entre l'isotope 235 et l'isotope 238 à l'état naturel."

#### ARTICLE 20

L'Accord est modifié de la façon ci-après:

a) insertion du nouvel article suivant après l'Article XIV:

##### "ARTICLE XV - Annexes

Les Annexes A et B constitueront une partie intégrante du présent Accord."; et

b) adjonction des Annexes A et B suivantes à l'Accord:

##### "ANNEXE A"

"En conformité avec le paragraphe H de l'Article XII, les niveaux de protection physique convenus que les autorités nationales compétentes doivent assurer lors de l'utilisation, de l'entreposage et du transport des matières énumérées dans le tableau ci-joint devront comprendre au minimum les caractéristiques de protection suivantes:

##### "Catégorie III"

"Utilisation et entreposage à l'intérieur d'une zone dont l'accès est contrôlé.

"Transport avec des précautions spéciales comprenant des arrangements préalables entre l'expéditeur, le destinataire et le transporteur, et un accord préalable entre les organismes soumis à la juridiction et à la réglementation des États fournisseur et destinataire, respectivement, dans le cas d'un transport international, précisant l'heure, le lieu et les règles de transfert de la responsabilité du transport.

##### "Catégorie II"

"Utilisation et entreposage à l'intérieur d'une zone protégée dont l'accès est contrôlé, c'est-à-dire, une zone placée sous la surveillance constante de gardes ou de dispositifs électroniques entourée d'une barrière physique avec un nombre limité de points d'entrée surveillés de manière adéquate, ou toute zone ayant un niveau de protection physique équivalent.

"Transport avec des précautions spéciales comprenant des arrangements préalables entre l'expéditeur, le destinataire et le transporteur, et un accord préalable entre les organismes soumis à la juridiction et à la réglementation des États fournisseur et destinataire, respectivement, dans le cas d'un transport international, précisant l'heure, le lieu et les règles de transfert de la responsabilité du transport.

"Catégorie I"

"Les matières entrant dans cette catégorie seront protégées contre toute utilisation non autorisée par des systèmes extrêmement fiables comme suit:

"Utilisation et entreposage dans une zone hautement protégée, c'est-à-dire une zone protégée telle qu'elle est définie par la catégorie II ci-dessus, et dont, en outre, l'accès est limité aux personnes dont il a été établi qu'elles présentaient toutes garanties en matière de sécurité, et qui est placée sous la surveillance de gardes qui sont en liaison étroite avec des forces d'intervention appropriées. Les mesures spécifiques prises dans ce cadre devraient avoir pour objectif la détection et la prévention de toute attaque, de toute pénétration non autorisée ou de tout enlèvement de matières non autorisé.

"Transport avec des précautions spéciales telles qu'elles sont définies ci-dessus pour le transport des matières des catégories II et III et, en outre, sous la surveillance constante d'escortes et dans des conditions assurant une liaison étroite avec des forces d'intervention adéquates.

"TABLEAU: CLASSIFICATION DES MATIÈRES NUCLÉAIRES

Matériau	Forme	Catégorie		
		I	II	III
1. Plutonium <sup>a</sup>	Non irradié <sup>b</sup>	2 kg ou plus	moins de 2 kg mais plus de 500 g	500 g ou moins <sup>c</sup>
2. Uranium-235 <sup>d</sup>	Non irradié <sup>b</sup>	5 kg ou plus	moins de 5 kg mais plus d'1 kg	1 kg ou moins <sup>c</sup>
	- uranium enrichi à 20 % ou plus en U 235		10 kg ou plus	moins de 10 kg <sup>c</sup>
	- uranium enrichi à 10 % mais à moins de 20 % en U 235	-		
	- uranium enrichi par rapport à l'uranium naturel mais à moins de 10 % en U 235	-	-	10 kg ou plus
3. Uranium 233	Non irradié <sup>b</sup>	2 kg ou plus	moins de 2 kg mais plus de 500 g	500 g ou moins <sup>c</sup>

a) Tout plutonium, à l'exception de celui ayant une concentration isotopique de plutonium 238 excédant 80 %.

b) Matière non irradiée dans un réacteur, ou matière irradiée dans un réacteur mais dont le niveau de rayonnement est égal ou inférieur à 100 rads/heure à 1 mètre sans écran.

c) Toute quantité non significative sur le plan radiologique ne sera pas prise en compte.

d) L'uranium naturel, l'uranium appauvri et le thorium, ainsi que les quantités d'uranium enrichies à moins de 10 % n'entrant pas dans la catégorie III seront protégées selon une pratique de gestion prudente.

Le combustible irradié devra être protégé comme matière nucléaire de catégorie I, II ou III, selon la catégorie du combustible à l'état initial. Le combustible qui, en fonction de sa teneur initiale en matière fissiles, est classé dans la catégorie I ou II avant l'irradiation, peut être déclassé d'une catégorie si le niveau de rayonnement du combustible dépasse 100 rads/heure à un mètre sans écran.

L'autorité compétente de l'État devra déterminer s'il y a une menace véritable de dispersement de plutonium à des fins malveillantes. L'État devra alors appliquer les mesures de protection physique qu'il juge appropriées pour les catégories I, II et III de matières nucléaires, sans égard à la quantité de plutonium spécifiée pour chaque catégorie ci-exposée, aux formes et quantités d'isotopes de plutonium qui, du jugement de l'État, sont visées par ladite menace.



## "ANNEXE B"

"Eau lourde et graphite""1. Deutérium et composés de deutérium"

Deutérium et tout composé de deutérium dans lequel le rapport deutérium/hydrogène dépasse 1/5000, destinés à être utilisés dans un réacteur, au sens donné au paragraphe I de l'Article XIV du présent Accord, et fournis en quantités dépassant 200 kg d'atomes de deutérium pendant une période de 12 mois.

"2. Graphite de pureté nucléaire"

Graphite d'une pureté supérieure à 5 parties par million d'équivalent de bore et d'une densité de plus de 1,50 g cm<sup>3</sup>, fourni en quantités dépassant 30 tonnes métriques pendant une période de 12 mois."

## ARTICLE 21

- A. Le présent Protocole entre en vigueur à la date à laquelle les Parties procèdent à un échange de Notes diplomatiques par lequel elles se notifient de l'accomplissement de toutes les formalités applicables à son entrée en vigueur.
- B. Les Accords visés par les Échanges de Notes des 28 et 30 janvier 1969, des 18 et 25 mars 1976 et du 15 novembre 1977 expireront dès l'entrée en vigueur du présent Protocole.

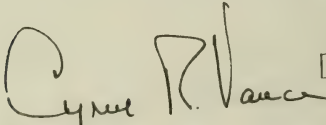
IN WITNESS WHEREOF the undersigned representatives,  
duly authorized by their respective Governments, have signed  
this Agreement.

DONE in duplicate at Ottawa in the English and French  
languages, each text being equally authentic, this *23<sup>rd</sup>*  
day of *April*, 1980.

EN FOI DE QUOI, les représentants soussignées, dûment  
autorisés par leurs Gouvernements respectifs, ont signé le  
présent Accord.

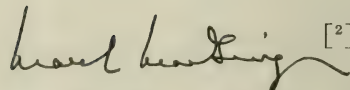
FAIT en double exemplaire à Ottawa en français et en  
anglais, chaque texte faissant également foi, ce *23<sup>ième</sup>*  
jour de *avril* 1980.

[SEAL]

 [1]

For the Government of the  
United States of America  
Pour le Gouvernement des  
Etats-Unis d'Amérique

[SEAL]

 [2]

For the Government of Canada  
Pour le Gouvernement du Canada

<sup>1</sup> Cyrus R. Vance.

<sup>2</sup> Mark MacGuigan.

[Footnotes added by the Department of State.]

## AGREED MINUTE

During the negotiation of the Protocol amending the Agreement for Cooperation Concerning Civil Uses of Atomic Energy between the Government of the United States of America and the Government of Canada signed today the following understandings, which shall be an integral part of the Agreement, were reached.

The Agreement provides a context for exchange of nuclear items between the United States and Canada. This does not constitute a legal commitment by either Party to engage in or permit any particular exchanges. As a general rule, however, the Governments will endeavour to expedite the issuance of approvals required for cooperation within the framework of the Agreement.

It is understood that the Parties to the Agreement shall cooperate in accordance with their respective applicable national laws (including law based on treaties), regulations, and license requirements.

With reference to paragraph B of Article I BIS of the Agreement, it was noted that the United States has completed negotiation with the Secretariat of the International Atomic Energy Agency on the text of an Agreement for the Application of Safeguards by the International Atomic Energy Agency in the United States of America, and that the text of the Agreement has been approved by the Board of Governors of the International Atomic Energy Agency.

Until that Agreement between the United States and the Agency enters into force, notwithstanding paragraph B of Article I BIS and paragraph B of Article XI, the requirement of paragraph B of Article I BIS shall be fulfilled in accordance with mutually satisfactory interim arrangements between Canada and the United States.

In the event that the IAEA is not applying safeguards in accordance with either of the Agreements referred to in Article I BIS for reasons not related to circumstances described in paragraphs A or B of Article XII BIS, and provided the Parties enter into arrangements which conform to Agency safeguards principles and procedures, with coverage equivalent to the relevant Agreement referred to in Article I BIS, and which provide assurances equivalent to that intended to be secured by the system they replace, the Parties may agree that these arrangements satisfy the safeguards requirements for continued cooperation under the Agreement.

With respect to Article I BIS, the phrase "under its jurisdiction or carried out under its control anywhere" has the same meaning as the identical phrase in Part I of Document INFCIRC/153 (corrected) of the International Atomic Energy Agency.

The Parties have been engaging and will continue to engage actively in international cooperation on international environmental considerations relevant to peaceful nuclear activities.



With regard to authorizing any transfers pursuant to Articles III or VI of special nuclear material other than uranium enriched to less than 20 percent in the isotope 235, it is the policy of the United States to transfer such material, as may be agreed, for specified applications where technically and economically justified or where justified for the development and demonstration of reactor fuel cycles to meet energy security and non-proliferation objectives. The United States will seek to continue to cooperate with Canada, as appropriate, in arrangements for the return to the United States of any uranium enriched to greater than 20 percent in the isotope 235 and other research and test reactor fuel, which is no longer being used in the Canadian program. These policies do not apply to small quantities of such material that may be authorized pursuant to Article III for use as samples, standards, detectors, targets, or for other purposes as may be agreed.

With respect to paragraph A of Article X BIS, the Parties understood that undue delay in exchanges of notifications should be avoided. The recipient Party therefore shall endeavor to notify the supplier Party within 30 days of receipt of notice, pursuant to paragraph A of Article X BIS, of a proposed transfer whether the recipient Party agrees to receive the transfer subject to the Agreement or, alternatively, that additional time is required.

It is understood that sealed sources containing the isotope Pu-238 may continue to be transferred in accordance with the applicable laws of the Parties without the Agreement applying to them.

The Parties recognize that, in the course of their long and close cooperation in the peaceful uses of nuclear energy, significant exchange of technology has occurred. The Parties confirm, therefore, notwithstanding the provisions of paragraphs E, F, G and H of Article X BIS, that the supplier Party shall specifically notify the recipient Party in writing prior to the transfer pursuant to the Agreement of any designated nuclear technology or major critical components containing such technology on the basis of which the supplier Party may, in the future, wish to designate equipment and devices or major critical components in the jurisdiction of the recipient Party as subject to the Agreement, and that, prior to such transfer, they shall consult on arrangements pertaining to any such designations.

With respect to paragraph B of Article XI, it is understood that the Agreement does not affect the rights or obligations of the United States or the International Atomic Energy Agency pursuant to the Agreement between the United States and the Agency for the application of safeguards in the United States or the implementation of the latter Agreement.

With respect to paragraph C of Article XI, it is understood that safeguards arrangements therein referred to shall include the following characteristics in accordance with International Atomic Energy Agency safeguards principles and procedures:

(A) The review in a timely fashion of the design of any equipment and devices subject to the Agreement or of any equipment and devices or storage facility which is to use, fabricate, process or store any source or special nuclear material or moderator material subject to the Agreement;

(B) The maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for source or special nuclear material or moderator material subject to the Agreement;

(C) The designation of personnel acceptable to the safeguarded Party who, accompanied, if either Party so requests, by personnel designated by the safeguarded Party, shall have access to all relevant places and data (the safeguarded Party will not unreasonably withhold acceptance of such personnel designated by the safeguarding Party);

(D) The inspection of any relevant equipment and devices or other facility;

(E) The installation of appropriate and relevant instrumentation; and

(F) The provision for such relevant and practicable independent measurements as may be deemed necessary by the safeguarding entity.

With respect to Article XI, design information relevant to safeguards for new facilities required to be safeguarded under this Article shall be provided to the International Atomic Energy Agency upon its request in a timely fashion.

For the purposes of paragraph B of Article XII, "material" includes byproduct material and radioisotopes other than byproduct material.

For purposes of implementing the rights specified in paragraphs D, E, F, G and H of Article XII with respect to special nuclear material produced through the use of material

subject to the Agreement, and not used in or produced through the use of equipment and devices or major critical components subject to the Agreement, such rights shall, in practice, be applied to that proportion of special nuclear material produced which represents the ratio of material subject to the Agreement used in the production of the special nuclear material to the total amount of the material so used.

With respect to Article XII TER, and without restricting the general responsibilities set out in that Article, the appropriate governmental authorities of both Parties shall be responsible for:

(A) Establishing the agreed inventory provided for in paragraph I of Article X BIS;

(B) Establishing agreed procedures required under paragraph A of Article X BIS; and

(C) Establishing and maintaining a system of accounting for and control of all material subject to the Agreement. This system shall include agreed procedures relating to adding to, deleting from or substituting for items subject to the Agreement on their respective inventories. Where applicable, the procedures of the system shall be comparable to those set forth in International Atomic Energy Agency document INFCIRC/153 (corrected) or in any revision of that document agreed to by the Parties.

The Parties shall endeavor to establish, as promptly as possible, administrative arrangements to implement the Agreement. Pending the establishment of such arrangements, cooperation shall continue in accordance with mutually satisfactory interim arrangements.



In order to avoid administrative complications arising from overlapping controls, neither Party shall exercise any right it has to approve the further retransfer or enrichment to 20 percent or greater in the isotope U-235 of source or special nuclear materials, equipment and devices, major critical components, components or moderator material subject to the Agreement since November 15, 1977, and shall not exercise any rights it has to approve the further retransfer, reprocessing or other alteration in form or content, of irradiated fuel elements containing special nuclear material produced through the use of such nuclear materials, equipment and devices, major critical components or moderator material transferred beyond its jurisdiction, unless approval of the supplier Party is obtained in advance. This applies only where the country requesting approval has notified the recipient Party that the supplier Party has this right or its equivalent. In the event that the recipient Party is not so notified, it shall consult with the supplier Party prior to granting such approval.

## PROCÈS-VERBAL

Au cours des négociations en vue de la conclusion du Protocole signé aujourd'hui modifiant l'Accord entre le Gouvernement des États-Unis d'Amérique et le Gouvernement du Canada concernant les emplois civils de l'énergie atomique, les ententes suivantes sont intervenues et feront partie intégrante de l'Accord.

L'Accord fournit un cadre permettant l'échange d'éléments nucléaires entre les États-Unis et le Canada. Il ne constitue cependant, ni pour l'une ni pour l'autre des Parties, un engagement juridique à procéder à des échanges particuliers ou à permettre ces échanges. En règle générale, toutefois, les Gouvernements s'efforceront d'accorder rapidement les approbations requises aux fins de la coopération dans le cadre de l'Accord.

Il est entendu que la coopération entre les Parties à l'Accord devra se faire en conformité avec leurs propres lois (y compris le droit conventionnel), règlements et conditions d'autorisation applicables.

En ce qui concerne le paragraphe B de l'Article I BIS de l'Accord, il a été noté que les États-Unis ont terminé leurs négociations avec le Secrétariat de l'Agence internationale de l'énergie atomique sur le texte d'un Accord relatif à l'application des garanties aux États-Unis par l'Agence internationale de l'énergie atomique et que le texte de l'Accord a été approuvé par le Conseil des gouverneurs de ladite Agence.

Jusqu'à ce que l'Accord entre les États-Unis et l'Agence entre en vigueur, nonobstant le paragraphe B de l'Article I BIS et le paragraphe B de l'Article XI, les exigences précisées au paragraphe B de l'Article I BIS seront satisfaites conformément à des arrangements provisoires mutuellement satisfaisants entre le Canada et les États-Unis.

Dans le cas où l'Agence internationale de l'énergie atomique n'applique pas les garanties conformément à l'un ou l'autre des Accords mentionnés à l'Article I BIS pour des raisons qui ne sont pas liées aux circonstances décrites aux paragraphes A ou B de l'Article XII BIS, et pourvu que les Parties prennent des arrangements conformes aux principes et pratiques de l'Agence en matière de garanties, qui assurent une couverture équivalente à celle prévue par l'Accord pertinent mentionné à l'Article I BIS, et qui donnent des assurances équivalentes à celles prévues par le système qu'ils remplacent, les Parties peuvent convenir que ces arrangements satisfont aux exigences en matière de garanties pour la poursuite de la coopération aux termes de l'Accord.

En ce qui a trait à l'Article I BIS, les termes "sous sa compétence ou menées sous son contrôle en quelque lieu que ce soit" ont la même signification que les termes identiques à la Partie I du document INFCIRC/153 (corrigé) de l'Agence internationale de l'énergie atomique.

Les Parties ont oeuvré et continueront d'oeuvrer activement dans le domaine de la coopération internationale, au regard de questions environnementales internationales pertinentes aux activités nucléaires pacifiques.

En ce qui a trait à l'autorisation de tout transfert, aux termes des Articles III ou VI, de matières nucléaires spéciales autres que l'uranium enrichi à moins de 20 pour cent d'isotope 235, les États-Unis ont pour politique de transférer

ces matières, selon qu'il pourra être convenu, pour des applications précises où la chose est techniquement et économiquement justifiée, ou justifiée aux fins du développement et de la démonstration des cycles du combustible nucléaire dans la poursuite d'objectifs de sécurité énergétique et de non-prolifération. Les États-Unis chercheront à continuer de coopérer avec le Canada, selon les besoins, dans le cas d'arrangements visant la restitution aux États-Unis de tout uranium enrichi de plus de 20 % d'isotope 235 et d'autre combustible utilisé dans les réacteurs de recherche et les réacteurs d'essai et qui n'est plus utilisé dans le programme canadien. Cette politique ne s'applique pas aux petites quantités de ces matières dont l'utilisation peut, conformément à l'Article III, être autorisée à titre d'échantillons, d'étalons, de détecteurs, de cibles, ou pour toute autre fin dont il aura été convenu.

En ce qui a trait au paragraphe A de l'Article X BIS, les Parties ont reconnu qu'il fallait éviter tout retard dans l'échange de notifications. La Partie destinataire devra donc, conformément aux dispositions du paragraphe A de l'Article X BIS, s'efforcer d'indiquer à la Partie fournisseuse, dans les trente jours suivant la réception de l'avis de transfert proposé, si elle accepte ledit transfert assujetti à l'Accord ou si un délai additionnel est requis.

Il est entendu que les sources scellées contenant l'isotope Pu-238 peuvent continuer d'être transférées conformément aux lois pertinentes des Parties, sans que l'Accord ne s'y applique.

Les Parties reconnaissent qu'au cours de leur longue et étroite coopération dans le domaine des utilisations pacifiques de l'énergie nucléaire, d'importants transferts de technologie ont eu lieu. Les Parties confirment donc que, nonobstant les dispositions des paragraphes E, F, G et H de l'Article X BIS, la Partie fournisseuse devra, avant le transfert effectué aux termes de l'Accord, notifier expressément par écrit la Partie destinataire de toute technologie nucléaire désignée ou de tous composants principaux d'importance cruciale contenant cette technologie et sur la base desquels la Partie fournisseuse voudra peut-être plus tard s'appuyer pour désigner l'outillage-dispositifs ou les principaux composants d'importance cruciale sous la compétence de la Partie destinataire comme assujettis à l'Accord. Les Parties confirment en outre qu'avant qu'il ne soit procédé audit transfert, elles se consulteront sur les arrangements à prendre concernant ces désignations.

En ce qui a trait au paragraphe B de l'Article XI, il est entendu que l'Accord ne touche en rien aux droits ou aux obligations des États-Unis ou de l'Agence internationale de l'énergie atomique découlant de l'Accord entre les États-Unis et ladite Agence relativement à l'application des garanties aux États-Unis ou à la mise en oeuvre de ce dernier Accord.

En ce qui a trait au paragraphe C de l'Article XI, il est entendu que les arrangements y mentionnés relatifs aux garanties incluront les éléments suivants, conformément aux principes et pratiques de l'Agence internationale de l'énergie atomique en matière de garanties:



A) La revue, en temps opportun, de la conception de tout outillage-dispositifs assujettis à l'Accord ou de tout outillage-dispositifs ou de toutes installations d'entreposage utilisant, fabriquant, traitant ou entreposant toutes matières brutes ou toutes matières nucléaires spéciales ou toutes substances de ralentissement assujettis à l'Accord;

B) La tenue et la production de relevés et de rapports pertinents destinés à faciliter la comptabilisation des matières brutes, des matières nucléaires spéciales ou des substances de ralentissement assujetties à l'Accord;

C) La désignation de personnes acceptables à la Partie soumise aux garanties et accompagnées, à la demande de l'une ou l'autre Partie, de personnes désignées par la Partie soumise aux garanties, ces personnes ayant accès à toutes les données et à tous les endroits pertinents (la Partie soumise aux garanties ne pourra déraisonnablement refuser d'accepter les personnes ainsi désignées par la Partie veillant à l'application des garanties);

D) L'inspection de tout outillage-dispositifs ou de toutes autres installations pertinents;

E) L'installation des instruments appropriés et pertinents; et

F) Des dispositions prévoyant la prise de mesurages distincts, pertinents et réalisables, qui pourront être jugés nécessaires par la Partie veillant à l'application des garanties.

En ce qui a trait à l'Article XI, les renseignements descriptifs se rapportant aux garanties applicables à de nouvelles installations devant être assujetties à des garanties aux termes de cet article seront fournis en temps opportun à l'Agence internationale de l'énergie atomique, à la demande de cette dernière.

Aux fins du paragraphe B de l'Article XII, les termes "matières et matériel" englobent les sous-produits et les radioisotopes autres que les sous-produits.

Aux fins de l'application des droits précisés aux paragraphes D, E, F, G et H de l'Article XII en ce qui a trait aux matières nucléaires spéciales produites par l'utilisation de matières et de matériel assujettis à l'Accord, et non utilisées dans l'outillage-dispositifs ou les principaux composants d'importance cruciale assujettis à l'Accord et non issues de l'utilisation desdits outillage-dispositifs ou principaux composants d'importance cruciale, ces droits seront, en pratique, appliqués à la proportion de matières nucléaires spéciales produites qui représente le rapport entre les matières et le matériel assujettis au présent Accord et servant à la production de matières nucléaires spéciales, et la somme des matières et du matériel ainsi utilisés.

En ce qui a trait à l'Article XII TER, et sans préjudice aux responsabilités générales énoncées dans ledit Article, les organismes gouvernementaux appropriés de chacune des Parties seront responsables:

A) de l'établissement des inventaires convenus prévus au paragraphe I de l'Article X BIS;



B) de l'établissement des pratiques convenues exigées aux termes du paragraphe A de l'Article X BIS; et

C) de l'établissement et de la tenue d'un système de comptabilisation et de contrôle de toutes les matières et de tout le matériel assujettis à l'Accord. Ce système devra prévoir des pratiques convenues relativement à l'ajout, à la soustraction ou à la substitution d'éléments assujettis à l'Accord et inscrits sur les inventaires respectifs de chacune des Parties. Là où la chose est possible, les pratiques afférentes au système seront comparables à celles énoncées dans le document INFCIRC/153 (corrigé) de l'Agence internationale de l'énergie atomique ou dans toute révision de ce document dont auront convenu les Parties.

Les Parties chercheront à conclure, dans les meilleurs délais, des arrangements administratifs visant l'application de l'Accord. En attendant la conclusion de ces arrangements, la coopération se poursuivra sur la base d'arrangements provisoires mutuellement satisfaisants.

Afin d'éviter les complications administratives résultant du chevauchement des contrôles, ni l'une ni l'autre des Parties ne se prévaudra des droits dont elle dispose pour approuver le retransfert ultérieur ou l'enrichissement jusqu'à 20 pour cent ou plus d'isotope U-235 de matières brutes ou de matières nucléaires spéciales, d'outillage-dispositifs, de principaux composants d'importance cruciale, de composants ou de substances de ralentissement assujettis à l'Accord depuis le 15 novembre 1977, et ne se prévaudra davantage des droits dont elle dispose pour approuver le retransfert ultérieur, le retraitement ou toute autre modification de la teneur ou de la forme des éléments combustibles irradiés renfermant des matières nucléaires spéciales issues de l'utilisation desdites matières, d'outillage-dispositifs, de principaux composants d'importance cruciale ou de substances de ralentissement transférés au delà de sa compétence, à moins que le consentement de la Partie fournisseuse ne soit obtenu au préalable. Cette prescription ne s'applique que lorsque la Partie ayant demandé le consentement a signifié à la Partie destinataire que la Partie fournisseuse dispose de ce droit ou de son équivalent. Faute de pareille signification, la Partie destinataire devra consulter la Partie fournisseuse avant d'accorder ce consentement.



## **JAPAN**

### **Science and Technology Research and Development**

*Agreement signed at Washington May 1, 1980;  
Entered into force May 1, 1980.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA AND THE  
GOVERNMENT OF JAPAN  
ON COOPERATION IN RESEARCH AND DEVELOPMENT  
IN SCIENCE AND TECHNOLOGY

The Government of the United States of America and  
the Government of Japan;

Desiring to create a truly productive partnership  
and further strengthen the bonds of friendship existing  
between the two countries;

Believing that the future welfare and prosperity of  
mankind requires untiring efforts in the fields of  
scientific and technological research and development and  
that such efforts are not only beneficial to the country  
involved but also to the entire world;

Realizing the great benefits derived by the two  
countries from their long and highly successful scien-  
tific and technological relationship;

Recalling that the Agreement between the Government  
of the United States of America and the Government of  
Japan on Cooperation in Research and Development in  
Energy and Related Fields (hereinafter referred to as  
"the Energy Research and Development Agreement") was  
signed at Washington on May 2, 1979; <sup>[1]</sup> and

Desiring to promote cooperative activities in the  
scientific and technological areas not covered by the  
Energy Research and Development Agreement and to estab-  
lish the foundation for a new era of mutually beneficial  
cooperation between the two countries characterized by a  
recognition of equality and by a common perception of  
research and development needs;

Have agreed as follows:

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<sup>1</sup> TIAS 9463; 30 UST 4365.



## ARTICLE I

The two Governments shall develop cooperative activities in scientific and technological research and development in such fields as may be mutually agreed for peaceful purposes on the basis of equality and mutual benefit. Such fields shall exclude those agreed upon under the Energy Research and Development Agreement.

## ARTICLE II

Forms of the cooperative activities in research and development under this Agreement may include:

- (a) Conduct of joint projects and programs, and other cooperative projects and programs;
- (b) Meetings of various forms, such as those of experts, to discuss and exchange information on scientific and technological aspects of general or specific subjects and to identify research and development projects and programs which may be usefully undertaken on a cooperative basis;
- (c) Exchange of information on activities, policies, practices, and legislation and regulations concerning research and development;

- (d) Visits and exchanges of scientists, technicians or other experts on general or specific subjects; and
- (e) Other forms of cooperative activities as may be mutually agreed.

#### ARTICLE III

Implementing arrangements setting forth the details and procedures of the specific cooperative activities under this Agreement may be made between the two Governments or their agencies, whichever is appropriate.

#### ARTICLE IV

1. The two Governments shall establish a Joint Committee, the functions of which shall be:

- (a) Exchange of information and views on the science and technology policies of the two Governments and other issues relating to the implementation of this Agreement;
- (b) Review of the cooperative activities and accomplishments under this Agreement;
- (c) Provision of advice to the two Governments with regard to the implementation of this Agreement.

2. The Joint Committee shall meet alternately in the United States of America and Japan at mutually agreed times.

## ARTICLE V

1. Scientific and technological information of a non-proprietary nature arising from the cooperative activities under this Agreement may be made available to the public by either Government through customary channels and in accordance with the normal procedures of the participating agencies.

2. The two Governments shall give due consideration to the equitable distribution of industrial property resulting from the cooperative activities under this Agreement and of licenses thereof and to the licensing of other related industrial property necessary for the utilization of the results of such cooperative activities, and shall consult each other for this purpose as necessary.

## ARTICLE VI

Nothing in this Agreement shall be construed to affect the arrangements for cooperation between the two Governments or the official frameworks for cooperation between the two countries which exist at the date of signature of this Agreement. However, such arrangements and frameworks may be incorporated into the framework of this Agreement as may be mutually agreed.

## ARTICLE VII

1. Activities under this Agreement shall be subject to budgetary appropriations and to the applicable laws and regulations in each country.

2. Costs for the cooperative activities under this Agreement shall be borne as may be mutually agreed.

## ARTICLE VIII

The termination of this Agreement shall not affect the carrying out of any project or program undertaken under this Agreement and not fully executed at the time of the termination of this Agreement.

## ARTICLE IX

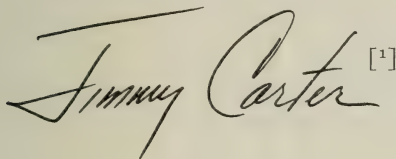
1. This Agreement shall enter into force upon signature and remain in force for five years. However, either Government may at any time give written notice to the other Government of its intention to terminate this Agreement, in which case this Agreement shall terminate six months after such notice has been given.

2. This Agreement may be extended by mutual agreement of the two Governments.

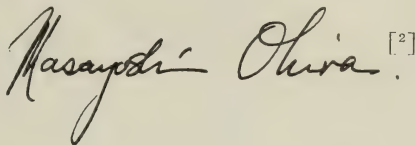


DONE at Washington on May 1, 1980, in duplicate in the English and Japanese languages, both being equally authentic.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

 [1]

FOR THE GOVERNMENT OF  
JAPAN:

 [2]

---

<sup>1</sup> Jimmy Carter.

<sup>2</sup> Masayoshi Ohira.

英語及び日本語により本二書を通シ作成した。  
千九百八十五年五月一日にワシントンで、ひとしく正文である

アメリカ合衆国政府のため

*Jimmy Carter*

日本国政府のため

大 正 十 五 年

協定の終了の時まで履行を完了していないいかなる計画の実施にも影響を及ぼすものではない。

#### 第九条

- 1 この協定は、署名により効力を生じ、五年間効力を有する。もつとも、いずれの政府も、他方の政府に対し、いつでもこの協定を終了させる意思を書面により通告することができ、ものとし、その場合には、この協定は、そのような通告が行われた後六箇月で終了する。
- 2 この協定は、両政府間の相互の合意により延長することができる。

ような取極及び枠組みは、相互に合意されるところに従い、この協定の枠組みに組み入れることができる。

#### 第七条

1 この協定に基づく活動は、各国の予算及び関係法令に従うことを条件とする。

2 この協定に基づく協力活動のための費用は、相互に合意されるところに従つて負担される。

#### 第八条

この協定の終了は、この協定に基づいて行われ、かつ、この



の一般的な手続に従い、双方の政府により、一般の利用に供  
することができ。

2 両政府は、この協定に基づく協力活動から生ずる工業所有  
権及びその実施権の公正な配分並びにこのような協力活動の  
成果を利用するために必要な関連する他の工業所有権の実施  
権の設定につき十分な考慮を払うものとし、必要に応じ、こ  
の目的のために相互に協議する。

#### 第六条

この協定のいかなる規定も、この協定の署名の日に存在する  
両政府間の協力に関する取極及び両国間の協力に関する公の枠  
組みに影響を及ぼすものと解してはならない。もつとも、その

1 両政府は、合同委員会を設置するものとし、その任務は、次のとおりとする。

(a) 両政府の科学技術政策及びこの協定の実施に関するその他の問題に関する情報及び意見の交換

(b) この協定に基づく協力活動及び成果の検討

(c) この協定の実施に関する助言の両政府に対する供与

2 合同委員会は、相互に合意する時期にアメリカ合衆国及び日本国において交互に会合する。

#### 第五条

1 この協定に基づく協力活動から生ずる非所有権的性格の科学的及び技術的情報は、通常の経路を通じ、かつ、参加機関

## 報の交換

- (d) 一般的な又は特定の問題に関する科学者、技術者その他の専門家の訪問及び交流
- (e) 相互に合意されるその他の形態の協力活動

## 第三条

この協定に基づく特定の協力活動の細目及び手続を定める実施取極は、両政府又は両政府の機関のいずれか適当なものを当事者として行うことができる。

## 第四条

の協力活動を発展させる。その分野からは、エネルギー研究開発協定に基づいて合意される分野を除くものとする。

## 第二条

この協定に基づく研究開発のための協力活動の形態には、次のものを含めることができる。

- (a) 共同計画その他の協力計画の実施
- (b) 一般的な又は特定の問題の科学的及び技術的側面に関する討議及び情報の交換を行うため並びに協力を基礎として有益に実施することができる研究開発に関する計画を識別するための専門家の会合のような各種の形態の会合
- (c) 研究開発に関する活動、政策、慣行及び法令に関する情



の協力に関するアメリカ合衆国政府と日本国政府との間の協定（以下「エネルギー研究開発協定」という。）が千九百七十九年五月二日にワシントンで署名されたことを想起し、

エネルギー研究開発協定の対象とならない科学技術の分野における協力活動を促進し、並びに平等の認識及び研究開発の必要性に関する共通の認識により特色づけられ相互の利益となる両国間における協力の新時代の基礎を確立することを希望して、次のとおり協定した。

### 第一条

両政府は、平和的目的のため、平等及び相互利益の原則に基づき、相互に合意される分野における科学技術研究開発のため

科学技術における研究開発のための協力に関するアメリカ合衆国政府と日本国政府との間の協定

アメリカ合衆国政府及び日本国政府は、

真に豊かな協力関係を創造し、及び両国間に存在する友好関係を一層強化することを希望し、

人類の将来の福祉及び繁栄のため科学技術研究開発の分野における不屈の努力が必要であり、並びにこのような努力が関係国のみではなく全世界にとつても有益であることを信じ、

両国間において長期にわたり極めて成功裡に維持されている科学技術面における関係から両国が多大の利益を得ていることを認め、

エネルギー及びこれに関連する分野における研究開発のため

## **SRI LANKA**

### **Agricultural Commodities**

***Agreement amending the agreement of March 18, 1980.***

***Effectuated by exchange of notes***

***Signed at Colombo May 21, 1980;***

***Entered into force May 21, 1980.***

***With related letter***

***Signed at Colombo April 16, 1980.***

*The American Ambassador to the Sri Lankan Secretary, Ministry of  
Finance and Planning*

Colombo, May 21, 1980

Dear Sir,

I have the honor to refer to the PL-480 Title I Agricultural Sales Agreement signed by representatives of our two Governments on March 18, 1980,<sup>[1]</sup> and to propose that agreement be amended as follows: In Part II, Item I. Commodity Table: under appropriate columns for wheat/wheat flour, delete quote 107,000 and \$18.2 unquote and insert quote 145,000 and \$25 unquote. All other terms and conditions of the March 18, 1980, Title I agreement remain the same.

I have the honor to propose that this note and your reply concurring therein constitute an agreement between our two Governments effective on the date of your note in reply.

Accept, Sir, assurances of my highest consideration.

Donald R. Toussaint

Dr. W. M. Tilakaratna  
Secretary  
Ministry of Finance and Planning  
Colombo

---

<sup>1</sup> TIAS 9737; *ante*, 898.



*The Sri Lankan Secretary, Ministry of Finance and Planning, to the  
American Ambassador*



දුරකථන—  
தொலைபேசி—  
Telephone—

අමතීකරු  
அமைச்சர்  
MINISTER

31020  
20436

නියෝජ්‍ය අමතීකරු  
பிரதி அமைச்சர்  
DEPUTY MINISTER

22215

ලේකම්  
செயலாளர்  
SECRETARY

31761

පෞද්ගලික ලේකම්  
அதிரவகச் செயலாளர்  
PRIVATE SECRETARY

85356

මගේ අංකය  
எனது இல.  
My No.

ඔබේ අංකය  
உமது இல.  
Your No.

කාර්යාලය/அலுவலகம்/OFFICE :— 31020, 31138, 35015, 35016.

මුද්‍රිත හා ප්‍රති පරීක්ෂණ ඇමති කාර්යාලය

நிதி, திட்டமிடல் அமைச்சு  
MINISTRY OF FINANCE AND PLANNING

මහ ලේකම් කාර්යාලය, කොළඹ 1.

அலுவலகம், கொழும்பு 1.

The Secretariat, Colombo 1.

දිනය  
திகதி  
Date } May 21st, 1980.

Excellency,

I have the honour to acknowledge receipt of your Note of today's date which reads as follows :

"I have the honour to refer to the FL 480 Title I Agricultural Sales Agreement signed by representatives of our two Governments on March 18, 1980, and to propose that Agreement be amended as follows : In Part II, Item 1. Commodity Table : under appropriate columns for wheat/wheat flour, delete quote 107,000 and \$ 18.2 unquote and insert quote 145,000 and \$ 25 unquote. All other terms and conditions of the March 18, 1980, Title I Agreement remain the same.

I have the honour to propose that this note and your reply concurring therein constitute an Agreement between our two Governments effective on the date of your note in reply".

I concur in the proposal set out in the note under reference.

Accept, Excellency, the renewed assurances of my highest consideration.

*W. M. Tilakaratna*

( W. M. Tilakaratna )

Secretary  
Ministry of Finance and Planning

His Excellency Mr. D.R. Toussaint,  
Ambassador of United States of America,  
Colombo.

## [RELATED LETTER]



EMBASSY OF THE  
UNITED STATES OF AMERICA

Colombo


April 16, 1980

Mr. Ronnie Weerakoon, Director  
Department of External Resources  
Ministry of Finance and Planning  
Ceylinco House - 2nd Floor  
Colombo 1

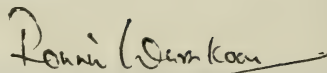
Dear Mr. Weerakoon:

This letter constitutes agreement that the agreed minutes accompanying the PL-480 Title I Agreement signed on March 18, 1980, are applicable also to the first amendment to that agreement to be signed in May 1980.

Sincerely,

  
Marvin J. Hoffenberg  
First Secretary  
Economic/Commercial

I concur in the above statement

  
Ronnie Weerakoon, Director  
Department of External Resources  
Ministry of Finance and Planning

**INTERNATIONAL ATOMIC ENERGY AGENCY**

**Atomic Energy: Cooperation in Peaceful  
Application**

*Agreement amending the agreement of May 11, 1959, as  
amended and extended.*

*Signed at Vienna January 14, 1980;*

*Entered into force May 6, 1980.*

SECOND AMENDMENT TO THE AGREEMENT FOR CO-OPERATION BETWEEN  
THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE  
UNITED STATES OF AMERICA

The International Atomic Energy Agency and the United States of America,

DESIRING to amend the Agreement for Co-operation between the International Atomic Energy Agency and the United States of America, signed at Vienna on 11 May 1959, as amended on 12 February 1974 [1] (hereinafter referred to as the "Agreement for Co-operation"),

AGREE as follows:

ARTICLE I

Article IV of the Agreement for Co-operation is amended by the addition of the following sentences:

"The applicable laws, regulations and licence requirements of the United States include criteria for the arrangements for transfer and export and the performance of services referred to in the foregoing sentence, as set forth in the Annex and the Appendix thereto. The Appendix may be modified by mutual consent of the Parties, without amendment of this Agreement. For the purpose of implementing the arrangements set forth in the Annex, the Agency may act as an intermediary at the request of a Member State or group of Member States."

ARTICLE II

1. Sub-paragraphs (a) and (b) of Article V of the Agreement for Co-operation are amended as follows:

"(a) Safeguards in accordance with the Agency's Statute and the Agency's safeguards system shall be maintained and implemented by the Agency with respect to all Agency activities in which material, equipment or facilities made available pursuant to this Agreement are used. Small quantities of source material and special nuclear material subject to this Agreement may be transferred to Member States by the Agency for safeguards related purposes. Any such material so transferred may be deemed to be exempt from the application of safeguards, provided that the total quantity of such material shall not at any time exceed in quantity one effective kilogram, as defined in the Agency's safeguards system. Any such material shall remain subject to this Agreement regardless of its physical location until the Parties agree that any such material has been consumed, or has been diluted in such a way that it is no longer usable for any nuclear activity relevant from the point of view of safeguards, or has become practically irrecoverable."

"(b) Material, equipment or facilities transferred pursuant to this Agreement, and material used in or produced through the use of any such material, equipment or facilities, shall not be used for nuclear weapons or any other nuclear explosive device, for research on or development of any nuclear explosive device, or for any other military purpose."

---

<sup>1</sup> TIAS 4291, 7852; 10 UST 1424; 25 UST 1199.



2. Sub-paragraph (c) of Article V of the Agreement for Co-operation is amended by the addition of the following sentence:

"In cases where the United States transfers material, equipment or facilities in accordance with this Agreement for the Agency's own use, such material, equipment or facilities and any special nuclear material used in or produced through the use of such material, equipment or facilities may be transferred by the Agency only upon agreement by the United States."

#### ARTICLE III

This Amendment shall enter into force on the date on which the Agency receives from the United States written notification that it has complied with all requirements for such entry into force.<sup>[1]</sup>

IN WITNESS WHEREOF, the undersigned representatives have signed this Amendment pursuant to duly constituted authority.

DONE at Vienna, this *fourteenth* day of *January* 1980, in duplicate in the English language.

For the UNITED STATES OF  
AMERICA:

*Roger Kirk* <sup>[2]</sup>

For the INTERNATIONAL ATOMIC  
ENERGY AGENCY:

*Sigvard Eklund* <sup>[3]</sup>

[SEAL]

<sup>1</sup> May 6, 1980.

<sup>2</sup> Roger Kirk.

<sup>3</sup> Sigvard Eklund.

## ANNEX

## UNITED STATES CRITERIA FOR TRANSFER AND EXPORT ARRANGEMENTS

Section A. Material, equipment or facilities made available to the Agency pursuant to the Agreement for Co-operation in connection with a "supply agreement" shall not be used in any Agency activities in a non-nuclear-weapon Member State or group of Member States unless, at the date of transfer, the Member State or group of Member States has entered into an agreement or agreements with the Agency for the application of safeguards and such safeguards are being maintained and implemented in accordance with the Agency's Statute and the Agency's safeguards system with respect to all nuclear activities being carried out within its territory, under its jurisdiction or under its control anywhere. For the purposes of this Annex, a "supply agreement" means:

- (1) Any agreement entered into with the United States after the entry into force of the Second Amendment to the Agreement for Co-operation for supply under the latter Agreement; or
- (2) Any other agreement as mutually agreed and to the extent applicable.

For the purposes of this Section, the implementation of an agreement with the Agency pursuant to Article III, 4 of the Treaty on the Non-Proliferation of Nuclear Weapons <sup>[1]</sup> or of an equivalent safeguards agreement, for example, an agreement with the Agency pursuant to Article 13 of the Treaty for the Prohibition of Nuclear Weapons in Latin America, <sup>[2]</sup> acceptable to the United States, shall be considered to fulfil the conditions stated in the first sentence of this Section.

Section B. Any supply agreement shall include inter alia:

- (1) Provisions assuring that the rights and obligations of the parties under the supply agreement continue to apply in connection with the supplied material, equipment or facilities and with any special nuclear material used in or produced through the use of such material, equipment or facilities, including subsequent generations of special nuclear material, until such time as the Agency has terminated the application of safeguards thereto in accordance with the Agency's safeguards system; and
- (2) Provisions according to which the recipient Member State or group of Member States shall, upon the request of the United States, inform or permit the Agency to inform the United States of the status of all inventories of source or special nuclear materials subject to Agency safeguards pursuant to all agreements with such State or States; however, in the case of a recipient Member State or group of Member States party to a safeguards agreement pursuant to the Treaty on the Non-Proliferation of Nuclear Weapons or to an equivalent safeguards agreement, for example, an agreement pursuant to the Treaty for the Prohibition of Nuclear Weapons in Latin America, acceptable to the United States, the United States needs be informed only with respect to the status of inventories of source or special nuclear materials which are subject to the provisions of the supply agreement.

<sup>1</sup> Done July 1, 1968. TIAS 6839 ; 21 UST 489.

<sup>2</sup> Done Feb. 14, 1967. TIAS 7137 ; 22 UST 772.

Section C. Material transferred pursuant to any supply agreement and material used in or produced through the use of any material, equipment or facilities so transferred may be stored by the Agency or the recipient Member State or group of Member States to the extent consistent with the Agency's Statute: provided that plutonium or uranium-233 (other than that contained in irradiated fuel elements) or uranium enriched to twenty per cent or more in the isotope 235 shall be stored only in facilities agreed to in advance by the United States.

Section D. Material transferred pursuant to any supply agreement and material used in or produced through the use of any material, equipment or facilities so transferred shall not be reprocessed or in the case of plutonium, uranium-233, uranium enriched to twenty per cent or more in the isotope 235, or irradiated source or special nuclear material otherwise altered in form or content unless the United States agrees.

Section E. Uranium transferred pursuant to any supply agreement and uranium used in any material, equipment or facilities so transferred may be enriched after transfer up to twenty per cent in the isotope 235 only if the United States agrees. Such uranium shall not be enriched after transfer to twenty per cent or more in the isotope 235 unless specifically provided for by the supply agreement or by an amendment thereto.

Section F. Adequate physical protection shall be maintained with respect to any material, equipment or facilities transferred pursuant to any supply agreement or used in or produced through the use of any material, equipment or facilities so transferred. Prior to any such transfer the recipient Member State or group of Member States shall agree to the levels for the application of physical protection set forth in the Appendix to the Annex, and to the maintenance of adequate physical protection measures in accordance with such levels. The physical protection measures to be maintained by the recipient Member State or group of Member States shall as a minimum provide protection comparable to that set forth in document INFCIRC/225/Rev. 1, published by the Agency and entitled: "The Physical Protection of Nuclear Material", or in any revision of that document agreed to by the United States and the recipient Member State or group of Member States.

Section G. No sensitive nuclear technology may be transferred pursuant to any supply agreement unless specifically provided for by such agreement or by an amendment thereto. "Sensitive nuclear technology" means any information (including information incorporated in equipment or facilities) which is not available to the public and which is important to the design, construction, fabrication, operation or maintenance of any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production or fabrication of nuclear fuel containing plutonium, or such other information as the United States may designate prior to transfer of the information.

Section H. Material, equipment or facilities transferred pursuant to any supply agreement and any special nuclear material used in or produced through the use of such material, equipment or facilities may be transferred by the recipient Member State or group of Member States only upon agreement by the United States.

Section I. Any arrangements entered into by the United States with a non-nuclear-weapon Member State or group of Member States in connection with any supply agreement shall provide that in the event the Agency is, for any reason, unable to continue to apply its safeguards with respect to the material, equipment or facilities referred to in Section H above, United States safeguards, or other appropriate safeguards measures as the Governments may agree, shall be applied in that Member State or group of Member States with respect to such material equipment or facilities.

Section J. Any arrangements referred to in Section I above shall further provide that if at any time a non-nuclear-weapon Member State or group of Member States in which there is an Agency activity involving material, equipment or facilities transferred pursuant to any supply agreement:

- (1) Carries out any nuclear activity with respect to which the application of Agency safeguards is not then provided for in an agreement in force with the Agency as contemplated in Section A of this Annex;
- (2) Does not permit the Agency to apply safeguards, in accordance with the Agency's safeguards system, to any nuclear activity carried out within its territory, under its jurisdiction or under its control anywhere;
- (3) Does not comply with any provision of a supply agreement referred to in Section A of this Annex;
- (4) Detonates a nuclear explosive device; or
- (5) Is in material non-compliance with an Agency safeguards agreement;

the United States shall have the right to:

- (a) Cease further co-operation with the Member State or group of Member States under the Agreement for Co-operation; and
- (b) Require the return of any material, equipment or facilities which are subject in such State or States to the provisions of the supply agreement.



## APPENDIX

## Levels of physical protection

Pursuant to Section F of the Annex, the agreed levels of physical protection to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as follows.

## CATEGORY III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangement between sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of the supplier State and the recipient State, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

## CATEGORY II

Use and storage within a protected area to which access is controlled, i.e. an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements between sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of the supplier State and the recipient State, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

## CATEGORY I

Materials in this category shall be protected with highly reliable systems against unauthorized use as follows.

Use and storage within a highly protected area, i.e. a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of Category II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL<sup>e</sup>

Material	Form	I	Category II	III
1. Plutonium <sup>a,f</sup>	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less <sup>c</sup>
2. Uranium-235 <sup>d</sup>	Unirradiated <sup>b</sup> — uranium enriched to 20% <sup>235</sup> U or more — uranium enriched to 10% <sup>235</sup> U but less than 20% — uranium enriched above natural, but less than 10% <sup>235</sup> U	5 kg or more — —	Less than 5 kg but more than 1 kg 10 kg or more —	1 kg or less <sup>c</sup> Less than 10 kg <sup>c</sup> 10 kg or more
3. Uranium-233	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less <sup>c</sup>

<sup>a</sup> All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.

<sup>b</sup> Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.

<sup>c</sup> Less than a radiologically significant quantity should be exempted.

<sup>d</sup> Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

<sup>e</sup> Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its degradation has reached a radiation level less than 100 rads/hour at one meter unshielded should be protected as Category I or II before irradiation should only be reduced one Category level, while the radiation level from the fuel exceeds 100 rads/h at one meter unshielded.

<sup>f</sup> The State's competent authority should determine if there is a credible threat to disperse plutonium maliciously. The State should then apply physical protection requirements for Category I if it is determined that there is a credible threat to disperse plutonium maliciously, and Category II if the plutonium quantity specified under each category therein, in the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal threat.

[Footnotes in the original.]

## MALAYSIA

### Trade in Textiles and Textile Products

*Agreement amending the agreement of May 17 and June 8, 1978, as amended.*

*Effected by exchange of letters*

*Signed at New York and Washington July 13 and 27, 1979;*

*Entered into force July 27, 1979.*

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*The Malaysian Trade Commissioner to the Textiles Division,  
Department of State*

KEDUTAAN BESAR MALAYSIA  
BAHAGIAN PERDAGANGAN

EMBASSY OF MALAYSIA  
TRADE OFFICE

600 THIRD AVENUE, 3RD FLOOR, NEW YORK, N.Y. 10016 TEL. NO. (212)  
682-0232

Our Ref : TC. NYC. 0.202/7 Vol. 3

July 13, 1979

Mr. BILL TAGLIANI  
*Office of Textile Division  
Department of State  
2201 C Street, NW  
Washington, DC 20502*

DEAR SIR:

Re: Application for an Increase of Quota Level

Our telephone conversation on July 12 is hereby referred.

I have the honour to make a request on behalf of my government for an increase of quota level for the following category since it is under the consultation level of the Textile Agreement between Malaysia and the United States.

Category

613

Increase of Quota Level

660,000 syd.

Your prompt reply on this matter is very much appreciated.

Sincerely,

ABDUL RAHMAN MAMAT

Abdul Rahman-Mamat  
for Trade Commissioner

ARM:MTP

cc: Mr. RONALD LEVIN

*Office of Textile  
Department of Commerce  
14th & Constitution Avenue, NW  
Washington, DC 20230*

---

*The Acting Chief of the Textiles Division, Department of State, to  
the Malaysian Commercial Attache*

DEPARTMENT OF STATE  
WASHINGTON, D.C. 20520

JULY 27, 1979

Mr. NGIAN YET CHONG

*Commercial Attache  
Embassy of Malaysia  
Trade Office  
600 Third Avenue  
Third Floor  
New York, New York 10016*

DEAR MR. CHONG:

I refer to the Agreement between the United States of America and Malaysia Relating to Trade in Cotton, Wool and Man-Made Fiber Textiles, with Annexes, effected by exchange of notes May 17 and June 8, 1978 [<sup>1</sup>] (the "Agreement"). I also refer to your letter of July 13, 1979 to Mr. Bill Tagliani, in which you request permission to exceed the 2,000,000 square yard consultation level for category 613 by 660,000 square yards.

I am pleased to inform you that my Government agrees to this request for both the 1979 and 1980 agreement years, and that this letter and your letter shall constitute an amendment to the Agreement.

Sincerely,

ANN BERRY

Ann Berry  
*Acting Chief  
Textiles Division*

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<sup>1</sup> TIAS 9180; 30 UST 64.



## INDIA

### Trade in Textiles and Textile Products

*Agreements amending the agreement of December 30, 1977,  
as amended.*

*Effected by exchange of notes*

*Signed at Washington May 22, 1980;*

*Entered into force May 22, 1980.*

*And exchange of notes*

*Signed at Washington June 6, 1980;*

*Entered into force June 6, 1980.*

*And exchange of letters*

*Signed at Washington July 1 and 3, 1980;*

*Entered into force July 3, 1980.*

*The Secretary of State to the Indian Chargé d'Affaires ad interim*

May 22, 1980

Sir:

I refer to the agreement between the United States of America and India relating to trade in cotton, wool, and man-made fiber textiles and textile products, with Annexes, effected by exchange of notes December 30, 1977, as amended <sup>[1]</sup> (hereinafter referred to as the Agreement), and to the note of December 14, 1978 <sup>[2]</sup> from the Embassy of India to the Department of State.

I propose, on behalf of my government, the following new consultation level for the 1980 agreement year:

<u>Category</u>	<u>Consultation Level (In Square Yards Equivalent)</u>
342	1,750,000

If the foregoing proposal is acceptable to the Government of India, this note and your Embassy's note of confirmation on behalf of the Government of India shall constitute an agreement amending the Agreement.

Accept, Sir, the renewed assurances of my high consideration.

For the Secretary of State:

Harry Kopp

The Honorable

Ashok B. Gokhale,

Chargé d'Affaires ad interim of India.

<sup>1</sup> TIAS 9036, 9232, 9578, 9663; 29 UST 3677; 30 UST 983; 7198; 31 UST 5132.

<sup>2</sup> Not printed.



*The Secretary of State to the Indian Chargé d' Affaires ad interim*

JUNE 6, 1980

I refer to the agreement between the United States of America and India relating to trade in cotton, wool, and man-made fiber textiles and textile products, with Annexes, effected by exchange of notes December 30, 1977, as amended (hereinafter referred to as the Agreement), and to the note of May 6, 1980 from the Embassy of India to the Department of State.

I propose, on behalf of my Government, the following new consultation levels for the 1980 agreement year:

<u>Category</u>	<u>Consultation Levels (In Square Yards Equivalent)</u>
351	1, 250, 000
359	4, 000, 000
666	8, 000, 000

If the foregoing proposal is acceptable to the Government of India, this note and your Embassy's note of confirmation on behalf of the Government of India shall constitute an agreement amending the Agreement.

Accept, Sir, the renewed assurances of my high consideration.

For the Secretary of State:

HARRY KOPP

The Honorable

ASHOK B. GOKHALE,

*Charge D'Affaires ad interim of India.*



*The Indian Minister, Commerce and Supply, to the Deputy Assistant Secretary of State for Trade and Commercial Affairs*

R.K. JERATH  
MINISTER (COMMERCE & SUPPLY)



**EMBASSY OF INDIA**  
**COMMERCE WING**  
**2536 MASSACHUSETTS AVE., N.W.**  
**WASHINGTON, D.C. 20008**  
**TELEPHONE: 265-5200**

NO. COM/105/2/80

June 6, 1980

Mr. Harry Kopp,  
Deputy Assistant Secretary,  
Department of State,  
WASHINGTON D.C.

Dear Mr. Kopp,

I am writing with reference to your letter of June 6, 1980, proposing that the consultation levels for certain categories in the Indo-US Textile Agreement be increased for the Agreement year 1980 as follows:-

Category 351 - Payjamas and other nightwear	From 700,000 SYE to 1.25 million SYE
---	--------------------------------------

Category 359 - Other apparel of Cotton	From 700,000 SYE to 4 million SYE
--	-----------------------------------

Category 666 - Other Furnishings of manmade fibre	From 2 million SYE to 8 million SYE
--	--

On behalf of my Government, I have the honour to accept these proposals. Your letter and my response would constitute an amendment of the Indo-US Textile Agreement.

Yours sincerely,

Att

(R.K. JERATH)  
MINISTER (COMMERCE & SUPPLY)

*The Deputy Assistant Secretary of State for Trade and Commercial  
Affairs to the Indian Commercial Attaché*



## DEPARTMENT OF STATE

Washington, D.C. 20520

July 1, 1980

Mr. V.S. Mehta  
Attache (Commerce)  
Embassy of India  
2107 Massachusetts Ave., N.W.  
Washington, D.C. 20008

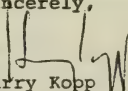
Dear Mr. Mehta:

I refer to paragraph 6 of the Agreement between the United States and India relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes December 30, 1977, as amended ("the Agreement") and to your letter of June 16, 1980 concerning exports from India to the United States of products classified in textile categories 335 and 641.

On behalf of my Government, I have the honor to propose that the consultation level for Categories 335 and 641 each be increased by 300,000 SYE to a level of one million SYE for the 1980 Agreement Year.

If this proposal is acceptable to your Government, this letter and your letter of confirmation shall constitute an amendment to the Agreement.

Sincerely,



Harry Kopp  
Deputy Assistant Secretary  
for Trade and Commercial Affairs

*The Indian Minister, Commerce and Supply, to the Deputy Assistant  
Secretary of State for Trade and Commercial Affairs*



**EMBASSY OF INDIA**  
COMMERCE WING  
2536 MASSACHUSETTS AVE., N.W.  
WASHINGTON, D.C. 20008  
TELEPHONE: 265-5200

No. COM/105/2/80

July 3, 1980

Mr. Harry Kopp,  
Deputy Assistant Secretary  
for Trade and Commercial Affairs,  
Department of State,  
Washington D.C. 20520

Dear Mr. Kopp,

I am writing with reference to your letter of July 1, 1980 addressed to Attache(Commerce) proposing that the consultation level of categories 335( cotton coats W,G&I) and 641 ( Manmade fibre blouses) be increased from 700,000 SYE to 1,000,000 SYE in each case. On behalf of my Government, I accept this proposal. However, this acceptance is without prejudice to our request for an increase to 1.5 million SYE in each of these categories for the current agreement year, which was contained in the Embassy's Note of June 16, 1980.

Yours sincerely,

A handwritten signature in dark ink, appearing to read 'R. K. Jerath'.

( R.K.Jerath )  
Minister ( Commerce &Supplies)

## **JAPAN**

### **Whaling: International Observer Scheme**

***Agreement extending the agreement of May 2, 1975,  
as extended.***

***Effected by exchange of notes***

***Signed at Tokyo May 27, 1980;***

***Entered into force May 27, 1980.***



*The American Minister-Counselor for Economic and Commercial Affairs  
to the Japanese Director-General, Economic Affairs Bureau,  
Ministry of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

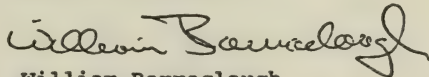
Tokyo, May 27, 1980

Sir,

With reference to the Agreement between the United States of America and Japan concerning an International Observer Scheme for Whaling Operations from Land Stations in the North Pacific Ocean, signed at Tokyo on May 2, 1975,<sup>[1]</sup> I wish to propose on behalf of the Government of the United States of America that the provisions of the Agreement shall be applied, in accordance with the laws and regulations of the respective countries, until March 31, 1982.

I also wish to propose that if the said proposal is acceptable to the Government of Japan, the present note and your note in reply indicating such acceptance shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of your reply.

Yours sincerely,



William Barraclough  
Minister-Counselor for  
Economic and Commercial Affairs

Mr. Reishi Teshima,  
Director-General,  
Economic Affairs Bureau,  
Ministry of Foreign Affairs,  
Tokyo.

---

<sup>1</sup> TIAS 8088, 9204; 26 UST 1009; 30 UST 327.

本官は、日本国政府がアメリカ合衆国政府の前記の提案を受諾したこと並びに貴官の書簡及びこの返簡がこの返簡の日付の日に効力を生ずる両政府間の合意を構成するものとみなすことに同意することを貴官に通報いたします。

敬具

千九百八十年五月二十七日に東京で

日本国外務省経済局長

手島 玲 志

日本国駐在アメリカ合衆国公使

ウィリアム・G・バラクロード殿

*The Japanese Director-General, Economic Affairs Bureau, Ministry  
of Foreign Affairs, to the American Minister-Counselor for  
Economic and Commercial Affairs*

拝啓

本官は、本日付けの貴官の次の書簡を受領したことを確認いたします。

本官は、千九百七十五年五月二日に東京で署名された北太平洋における鯨体処理場による捕鯨のための国際監視員制度に関するアメリカ合衆国と日本国との間の協定に関し、同協定の規定が、それぞれ自国の法令に従い、千九百八十二年三月三十一日まで適用されるものとすることをアメリカ合衆国政府に代わつて提案いたします。

本官は、更に、前記の提案が日本国政府にとつて受諾し得るものであるときは、この書簡及び受諾を表明する貴官の返簡が貴官の返簡の日付の日に効力を生ずる両政府間の合意を構成するものとみなすことを提案いたします。

## TRANSLATION

Tokyo, May 27, 1980

Sir,

I acknowledge the receipt of your note of today's date, which reads as follows:

[For the English language text, see p.1161.]

I wish to inform you that the Government of Japan has accepted the said proposal of the Government of the United States of America and agrees that your note and this note shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

Yours sincerely,

Reishi Teshima

Reishi Teshima  
Director-General of  
the Economic Affairs Bureau  
Ministry of Foreign Affairs

Mr. William G. Barraclough  
Minister-Counselor for  
Economic and Commercial Affairs  
Embassy of the United States of America  
in Japan



## IVORY COAST

### Air Transport Services

*Agreement signed at Abidjan February 24, 1978;  
Entered into force provisionally February 24, 1978;  
Entered into force definitively June 3, 1980.  
With memorandum of understanding  
Dated at Abidjan October 21, 1977.  
And exchange of notes  
Signed at Abidjan February 24 and March 31, 1978.*

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT  
OF THE UNITED STATES OF AMERICA AND THE  
GOVERNMENT OF THE REPUBLIC OF THE IVORY COAST

The Government of the United States of America and the Government of the Republic of the Ivory Coast

Recognizing the increasing importance of international air travel between the two countries and desiring to conclude an agreement which will assure its continued development in the common welfare, and

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,<sup>[1]</sup>

Considering that the Republic of Ivory Coast, as a party to the Treaty of Yaounde, has with other states created a jointly-owned airline, whose creation is considered by the Republic of the Ivory Coast to be in keeping with Article 77 and 79 of the Convention on International Civil Aviation relating to the establishment by two or more states of joint operating organizations or international operating organizations, responsible for providing air services to each state party to the aforesaid treaty,

Have agreed as follows:

:

#### ARTICLE 1

For the purpose of the present Agreement:

(A) "Agreement" shall mean this Agreement, the Schedule attached thereto, and any amendments thereto.

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<sup>1</sup> TIAS 1591, 3756, 6605, 6681, 7616, 8092, 8162, 9702; 61 Stat. 1180; 8 UST 179; 19 UST 7693; 20 UST 718; 24 UST 1019; 26 UST 1061, 2374, *ante*, 322. [Footnote added by the Department of State.]

(B) "Treaty of Yaounde" shall mean the Treaty Concerning Air Transport in Africa signed at Yaounde on March 28, 1961.

(C) "Aeronautical authorities" shall mean, in the case of the United States of America, the Federal Aviation Administration with respect to the technical permission, safety standards, and requirements referred to in Articles 3 and 6(B) respectively, otherwise the Civil Aeronautics Board, and in the case of the Republic of Ivory Coast, the Ministry responsible for Civil Aviation, or in both cases, any person or agency authorized to perform the functions exercised at present by those authorities.

(D) "Designated airline" shall mean an airline that one Contracting Party has notified the other Contracting Party to be an airline which will operate a specific route or routes listed in the Schedule to this Agreement. Such notification shall be communicated in writing through diplomatic channels.

(E) "Territory", in relation to a State, shall mean the land areas under the sovereignty, suzerainty, protection, jurisdiction or trusteeship of that State, and territorial waters adjacent thereto.

(F) "Air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, cargo or mail, separately or in combination.

(G) "International air service" shall mean an air service which passes through the air space over the territory of more than one State.

(H) "Stop for non-traffic purposes" shall mean a landing for any purpose other than taking or discharging passengers, cargo or mail.



## ARTICLE 2

Each Contracting Party grants to the other Contracting Party rights for the conduct of air services by the designated airline or airlines as follows:

- (1) To fly across the territory of the other Contracting Party without landing;
- (2) To land in the territory of the other Contracting Party for non-traffic purposes; and
- (3) To make stops at the points in the territory of the other Contracting Party named on each of the routes specified in the appropriate paragraph of the Schedule of this Agreement for the purpose of taking on and discharging international traffic in passengers, cargo and mail, separately or in combination.

## ARTICLE 3

(A) Air services on a route specified in the Schedule of this Agreement may be inaugurated by an airline or airlines of one Contracting Party at any time after that Contracting Party has designated such airline or airlines for that route and the other Contracting Party has granted the appropriate operating permission.

(B) Each Contracting Party shall have the right to designate, by diplomatic note to the other Contracting Party, an airline or airlines to operate air services on a route or routes specified in the Schedule of this Agreement. The other

Contracting Party shall be bound to accept such designation.

(C) The Government of the United States of America accepts that the Government of the Republic of the Ivory Coast, in accordance with Articles 2 and 4, and the documents annexed to the Treaty Concerning Air Transport in Africa, signed by the Republic of the Ivory Coast at Yaounde the 28th March 1961, reserves the right to designate the Company Air Afrique as the instrument selected by the Republic of the Ivory Coast for operating the air services on a route or routes specified in the route schedule of this Agreement.

(D) Upon receipt and acceptance of a designation made by one Contracting Party, and upon receipt from a designated airline of an application in the form and manner prescribed for such applications, the other Contracting Party shall, subject to the provisions of paragraph (E) below and of Articles 4 and 6 of this Agreement, be bound to grant appropriate operating permission with a minimum of procedural delay.

(E) A designated airline of one Contracting Party may be required to qualify before the aeronautical authorities of the other Contracting Party, under the laws and regulations normally applied by those authorities before being permitted to engage in the operations contemplated by this Agreement. Such laws and regulations shall be applied consistently with the provisions of the Convention on International Civil Aviation.

#### ARTICLE 4

(A) The Government of the United States of America

reserves the right to withhold or revoke the operating permission referred to in Article 3 of this Agreement with respect to any airline designated by the Government of the Republic of the Ivory Coast, or to impose conditions on such permission, in the event that:

(1) Such airline fails to qualify under the laws and regulations normally applied by the aeronautical authorities of the United States of America;

(2) Such airline fails to comply with the laws and regulations referred to in Article 5 of this Agreement;  
or

(3) The Government of the United States of America is not satisfied that substantial ownership and effective control of such airline are jointly vested in the nationals or the governments of the states party to the Treaty of Yaounde.

(B) The Government of the Republic of the Ivory Coast reserves the right to withhold or revoke the operating permission referred to in Article 3 of this Agreement with respect to any airline designated by the Government of the United States of America, or to impose conditions on such permission, in the event that:

(1) Such airline fails to qualify under the laws and regulations normally applied by the aeronautical authorities of the Republic of the Ivory Coast.

(2) Such airline fails to comply with the laws and regulations referred to in Article 5 of this Agreement; or

(3) The Government of the Republic of the Ivory Coast is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the United States of America.

(C) Unless immediate action is essential to prevent further infringement of the laws and regulations referred to in Article 5 of this Agreement, the right to withhold or revoke such permission shall be exercised only after consultation with the other Contracting Party.

#### ARTICLE 5

(A) The laws and regulations of the Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

(B) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, cargo or mail of aircraft, including



regulations relating to entry, clearance, immigration, passports, customs, and quarantine, shall be complied with by or on behalf of such passengers, crew, cargo or mail of the airlines of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

#### ARTICLE 6

(A) Certificates of airworthiness, certificates of competency, and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

(B) The competent aeronautical authorities of each Contracting Party may request consultations concerning the safety and security standards and requirements relating to aeronautical facilities, airmen, aircraft, and the operation of the designated airlines which are maintained and administered

by the other Contracting Party. If, following such consultations, the competent aeronautical authorities of either Contracting Party find that the other Contracting Party does not effectively maintain and administer safety and security standards and requirements in these areas that are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation, they will notify the other Contracting Party of such findings and the steps considered necessary to bring the safety and security standards and requirements of the other Contracting Party to standards at least equal to the minimum standards which may be established pursuant to said Convention, and the other Contracting Party will take appropriate corrective action. Each Contracting Party reserves the right to withhold or revoke the technical permission referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, or to impose conditions on such permission, in the event the other Contracting Party does not take such appropriate action within a reasonable time.

#### ARTICLE 7

Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control, provided that such charges shall not be higher than the charges imposed for the use of such airports and facilities by its national aircraft engaged in similar international services.

## ARTICLE 8

(A) Each Contracting Party shall exempt the designated airline or airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricants, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation or servicing of aircraft of the airlines of such other Contracting Party engaged in international air service. The exemptions provided under this paragraph shall apply to items:

(1) Introduced into the territory of one Contracting Party by or on behalf of the designated airlines of the other Contracting Party;

(2) Retained on aircraft of the designated airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or

(3) Taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other and intended for use in international air service; whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption.

(B) The exemptions provided for by this Article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer

in the territory of the other Contracting Party of the items specified in paragraph (A), provided such other airline or airlines similarly enjoy such exemptions from such other Contracting Party.

#### ARTICLE 9

(A) There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate on any route covered by this Agreement.

(B) In the operation by the airlines of either Contracting Party of the air services described in this Agreement, the interest of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same routes.

(C) The air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.

(D) Services provided by designated airlines under this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in this Agreement shall be applied in accordance with the general



principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related to:

- (1) traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
- (2) the requirements of through airline operations and,
- (3) the traffic requirements of the area through which the airline passes, after taking account of local and regional services.

#### ARTICLE 10

(A) All rates to be charged by an airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors such as costs of operation and reasonable profit as well as the characteristics of each service. To further the commitment of both Contracting Parties to expand passenger and cargo opportunities between their respective territories, innovative low rates for passenger and cargo carriage should be promoted. Each Contracting Party should encourage the respective designated airlines to explore, propose and implement the lowest possible level of rates which can be economically justified. All rates shall be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under this Agreement within the

limits of their legal powers.

(B) Any rates proposed to be charged by an airline of either Contracting Party for carriage to or from the territory of the other Contracting Party shall, if so required, be filed by such airline with the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of introduction unless the Contracting Party with whom the filing is to be made permits filing on shorter notice. The aeronautical authorities of each Contracting Party shall use their best efforts to insure that the rates charged and collected conform to the rates filed with either Contracting Party, and that no airline rebates any portion of such rates by any means, directly or indirectly, including the payment of excessive sales commissions to agents.

(C) It is recognized by both Contracting Parties that, during any period for which either Contracting Party has approved the traffic conference procedures of the International Air Transport Association, or other association of international air carriers, any rate agreements concluded through these procedures and involving an airline or airlines of that Contracting Party will be subject to the approval of the aeronautical authorities of that Contracting Party.

(D) If the aeronautical authorities of a Contracting Party, on receipt of the notification referred to in paragraph (B) above, are dissatisfied with the rate proposed, the other Contracting Party shall be so informed at least fifteen (15) days prior to the date that such rate would otherwise become effective, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

(E) If the aeronautical authorities of a Contracting Party, upon review of an existing rate charged for carriage to or from the territory of that Party by an airline or airlines of the other Contracting Party are dissatisfied with that rate, the other Contracting Party shall be so informed and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

(F) In the event that an agreement is reached pursuant to the provisions of paragraphs (D) or (E), each Contracting Party will exercise its best efforts to put such rate into effect.

(G) If:

(1) under the circumstances set forth in paragraph (C), no agreement can be reached prior to the date that such rate would otherwise become effective; or

(2) under the circumstances set forth in paragraph (D), no agreement can be reached prior to the expiration of sixty (60) days from the date of notification,

then the aeronautical authorities of the Contracting Party raising the objection to the rate may take such steps as may be considered necessary to prevent the inauguration or the continuation of the service in question at the rate complained of; provided, however, that the aeronautical authorities of the Contracting Party raising the objection shall not require the charging of a rate higher than the lowest rate charged by its own airline or airlines for comparable service between the same points.

#### ARTICLE 11

The following provisions shall govern the sale of air transportation and the conversion and remittance of revenues;

(A) Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, in its discretion, through its agents. Such airline shall have the right to sell such transportation in the currency of



that territory or, if permissible, in freely convertible currencies of other countries.

(B) Any rate specified in terms of the national currency of one of the Contracting Parties shall be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both Parties can convert and remit the revenues from their transport operations into the national currency of the other Party.

(C) Each designated airline shall have the right to convert and remit to its country local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly and without restrictions at the rate of exchange in effect for the sale of transportation at the time such revenues are presented for conversion and remittance and, on the basis of reciprocity, shall be exempted from taxation to the fullest extent permitted by national law. If a Contracting Party does not have a convertible currency and requires the submission of applications for conversion and remittance, the airlines of the other Contracting Party shall be permitted to file such applications as often as weekly free of burdensome or discriminatory documentary requirements.

(D) Each Contracting Party agrees to use its best efforts to ensure that the designated airlines of the other Contracting Party are offered the choice, subject to reasonable limitations which may be imposed by the competent authorities, of providing their own services for ground handling operations or having them provided by a servicing agent as authorized by the competent authorities.

#### ARTICLE 12

The Contracting Parties recognize the importance of charters to the development of air transport between their territories and agree to promote and encourage their growth. They will facilitate charter services to the maximum extent consistent with their national laws.

## ARTICLE 13

Either Contracting Party may at any time request consultations on the interpretation, application or amendment of this Agreement. Such consultations shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request.

## ARTICLE 14

(A) Any dispute with respect to matters covered by this Agreement not satisfactorily adjusted through consultation shall, upon request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth herein.

(B) Arbitration shall be by a tribunal of three arbitrators constituted as follows:

(1) One arbitrator shall be named by each Contracting Party within sixty (60) days of the date of delivery by either Contracting Party to the other of a request for arbitration. Within thirty (30) days after such period of sixty (60) days, the two arbitrators so designated shall by agreement designate a third arbitrator, who shall not be a national of either Contracting Party.

(2) If either Contracting Party fails to name an arbitrator, or if the third arbitrator is not agreed upon in accordance with paragraph (1), either Contracting Party

may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator or arbitrators.

(C) Each Contracting Party shall use its best efforts consistent with its national law to put into effect any decision or award of the arbitral tribunal. Each Contracting Party recognizes that if an agreement on an issue cannot be reached, the provisions of Article 16 shall be applied.

(D) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

#### ARTICLE 15

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

#### ARTICLE 16

Either Contracting Party may at any time notify the other of its intention to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate one year after the date on which the notice of termination is received by the other Contracting Party, unless withdrawn before the end of this period by agreement between the Contracting Parties.



## ARTICLE 17

If a general multilateral air transport convention, accepted by both Contracting Parties, enters into force, the present Agreement shall be amended so as to conform with the provisions of such convention.

## ARTICLE 18

This Agreement shall enter into force on a date agreed to by the Contracting Parties in an exchange of diplomatic notes.<sup>[1]</sup>

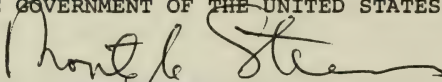
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

---

<sup>1</sup> June 3, 1980. [Footnote added by the Department of State.]

DONE in duplicate at Abidjan this twenty-fourth day  
of February, 1978, in the English and French languages,  
both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:



[SEAL]

Monteagle Stearns  
Ambassador



FOR THE GOVERNMENT OF THE IVORY COAST:

[SEAL]

Desire Boni  
Minister for Public Works, Transport, Construction &  
Urbanism

SCHEDULE1. Republic of the Ivory Coast

An airline or airlines designated by the Government of the Ivory Coast shall be entitled to operate scheduled air services on the route specified, in both directions, and to make scheduled landings in the territory of the United States of America at the point specified in this paragraph:

From the Ivory Coast via Liberia, Guinea and Senegal to New York and beyond to Montreal

2. United States of America

An airline or airlines designated by the Government of the United States of America shall be entitled to operate scheduled air services on the route specified, in both directions, and to make scheduled landings in the territory of the Ivory Coast at the point specified in this paragraph:

From the United States via a point in the Atlantic Ocean 1/, Senegal 2/ and Liberia to Abidjan and beyond to Ghana, Nigeria, Zaire 3/, Kenya and one African country below 10° south latitude 3/

1/ either the Azores or the Cape Verde Islands as selected by the airline or airlines on a seasonal basis

2/ stopover rights authorized

3/ either Zaire or one African country below 10° south latitude as selected by the airline or airlines

3. The airlines of each Contracting Party are authorized to omit on any or all flights, points on any of the above specified routes.

4. The airlines of each Contracting Party are authorized to operate scheduled air services to points not mentioned in the above specified route schedules and not located in the Republic of the Ivory Coast or the United States of America, but without traffic rights between these points and Abidjan for the United States airlines and between these points and New York for the Ivorian airlines.

## COPY

## MEMORANDUM OF UNDERSTANDING

1. Delegations representing the Governments of the Republic of the Ivory Coast and the United States of America met in Abidjan from October 19 to 21, 1977 to complete negotiations for an Air Transport Services Agreement. Lists of the members of each Delegation are Attachments 1 and 2.
2. The two Delegations concluded a revised ad referendum agreement on air transport services, the complete text of which is Attachment 3.
3. The Delegations have agreed that:
  - A. the two Contracting Parties would apply the principles of equality and reciprocity in all fields relating to the operation of the services contemplated and for the exercise of the rights resulting from the Agreement.
  - B. in the event that either of the Contracting Parties intends to designate more than one airline to operate the contemplated services, such intent will be submitted for consideration and prior agreement to the other Contracting Party. In such case either Contracting Party may invoke Article 13 of the Agreement.



C. the duration of the stopover period between Abidjan and Dakar shall be that between the airlines' flight of arrival and its next available flight of departure.

4. The Air Transport Services Agreement shall come into provisional force upon its signing by representatives of both Governments. An exchange of Diplomatic Notes will record this fact and will also bring this Memorandum of Understanding into effect. A later exchange of Diplomatic Notes will bring the Agreement into final force.

5. This Memorandum of Understanding supersedes the Memoranda of Consultation signed by the respective Delegation Chairmen on October 7, 1976 and April 29, 1977.

---

Vassiriki Savane  
Chairman  
Delegation of the Republic  
of the Ivory Coast

---

Robert A. Brown  
Chairman  
Delegation of the  
United States of  
America

Abidjan, Ivory Coast  
October 21, 1977

## Attachment 1

## IVORY COAST DELEGATION

## CHAIRMAN

M. Vassiriki Savane, Directeur  
de l'Aeronautique Civile, Chef  
de Delegation

M. M. Habib Diallo, Bureau du  
Transport Aerien

M. Johanny Guirma, Chef du  
Departement des Accords Aeriens,  
Air Afrique

M. Jean Gbaguidi, Departement des  
Accords Aeriens, Air Agrique

M. Bernard Diallo, Air Afrique

## Attachment 2

## U.S. DELEGATION

## CHAIRMAN

Mr. Robert A. Brown  
Chief, Aviation Negotiations  
Division  
Department of State

Mr. Francis S. Murphy  
Chief, Mediterranean and Africa  
Civil Aeronautics Board

Mr. Edward P. Oppler  
Chief of Regulatory Coordination  
Division  
Office of Regulatory Policy  
Department of Transportation

Mr. Ralph E. Bresler  
Chief, Economic and Commercial  
Section  
U.S. Embassy, Abidjan

Ms. Joyce B. Rabens  
Economic Officer  
U.S. Embassy, Abidjan

## TECHNICAL ADVISOR

Mr. Thomas V. Lydon  
Air Transport Association

—/— ACCORD

ENTRE

LA REPUBLIQUE DE COTE D'IVOIRE

ET LES ETATS UNIS D'AMERIQUE

RELATIF AU TRANSPORT AERIEN

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Le Gouvernement de la République de Côte d'Ivoire et le Gouvernement des Etats-Unis d'Amérique,

Reconnaissant l'importance croissante des transports aériens internationaux entre les deux pays et désirant prendre toutes dispositions nécessaires afin d'assurer leur développement continu pour le bien commun,

Etant parties à la Convention sur l'Aviation Civile Internationale ouverte à la signature à Chicago le 7 Décembre 1944,

Considérant que la Côte d'Ivoire, en tant que partie au Traité de Yaoundé a, avec d'autres Etats, créé une entreprise aérienne commune dont la création est considérée par la Côte d'Ivoire comme conforme aux Articles 77 et 79 de la Convention relative à l'Aviation Civile Internationale visant la création par plusieurs Etats d'organisations d'exploitation en commun ou d'organismes internationaux d'exploitation, chargée d'assurer les services aériens de chaque Etat partie audit Traité,

Sont convenus de ce qui suit :

## ARTICLE 1ER

Pour les besoins du présent Accord,

A - Le terme "Accord" signifiera le présent Accord, l'Annexe ci-jointe et tous autres amendements y apportés.

B - Le terme "Traité de Yaoundé" signifiera le Traité concernant les Transports aériens en Afrique, signé à Yaoundé le 28 mars 1961.

C - L'expression "autorités aéronautiques" signifiera, en ce qui concerne les Etats-Unis d'Amérique, l'Administration fédérale de l'Aviation en ce qui concerne l'autorisation technique, les normes de sécurité, et les conditions requises aux Articles 3 et 6 B) respectivement, autrement le "Civil Aeronautics Board" et, en ce qui concerne la République de Côte d'Ivoire, le Ministre chargé de l'Aviation Civile, ou, en ce qui concerne les deux Parties, toute personne ou tout organisme qui serait habilité à assumer les fonctions actuellement exercées par lesdites autorités.

D - L'expression "entreprise de transport aérien désignée" signifiera une entreprise de transport aérien dont l'une des Parties contractantes avisera par écrit l'autre Partie contractante qu'elle est l'entreprise de transport aérien destinée à exploiter la route ou les routes énumérées à l'Annexe du présent Accord. Ladite notification sera effectuée par écrit, par les voies diplomatiques.

E - Le terme "territoire", lorsqu'il aura trait à un Etat, signifiera les régions terrestres sur lesquelles l'Etat en question exerce sa souveraineté, sa suzeraineté, son protectorat, sa juridiction ou une tutelle, et les eaux territoriales y adjacentes.

F) L'expression "service aérien" signifiera tout service aérien régulier assuré par des aéronefs affectés au transport public de passagers, de marchandises ou de courrier séparément ou à titre de transport mixte.

G) L'expression "service aérien international" signifiera un service aérien qui survole le territoire de plusieurs Etats.

H) L'expression "escale pour raisons non commerciales" signifiera une escale ne comportant ni embarquement ni débarquement de passagers, de marchandises ou de courrier.

## ARTICLE 2

Chaque Partie contractante accorde à l'autre Partie contractante les droits ci-après nécessaires à l'exploitation des services aériens par l'entreprise ou les entreprises de transport aérien désignée(s).

1) le droit de survol du territoire de l'autre Partie contractante sans escale ;

2) le droit d'escale sur le territoire de l'autre Partie contractante pour raisons non commerciales ; et

3) le droit de débarquer et d'embarquer en trafic international des passagers, des marchandises et du courrier, séparément ou à titre de transport mixte, aux points du territoire de l'autre Partie contractante énumérés sur chacune des routes décrites au paragraphe approprié de l'Annexe du présent Accord.



## ARTICLE 3

A) Le service aérien sur une route spécifiée à l'Annexe du présent Accord pourra être inauguré par une ou plusieurs entreprises de transport aérien d'une Partie contractante à tout moment après que ladite Partie contractante aura désigné l'entreprise ou les entreprises de transport aérien pour exploiter cette route et que l'autre Partie contractante aura délivré l'autorisation d'exploitation requise.

B) Chacune des Parties contractantes aura le droit de désigner, par note diplomatique à l'autre Partie contractante, une entreprise ou des entreprises de transport aérien aux fins d'exploitation de services aériens sur une route ou des routes stipulées dans l'annexe au présent Accord. L'autre Partie contractante sera tenue d'accepter ladite désignation.

C) Le Gouvernement des Etats-Unis d'Amérique accepte que le Gouvernement de la République de Côte d'Ivoire, conformément aux articles 2 et 4 et aux pièces annexes du Traité relatif aux Transports Aériens en Afrique signé par la République de Côte d'Ivoire à Yaoundé le 28 Mars 1961, se réserve le droit de désigner la Société AIR AFRIQUE comme instrument choisi par la République de Côte d'Ivoire pour l'exploitation des services aériens sur une ou des routes indiquées au tableau des routes de cet Accord.

D) Lors de la réception et de l'acceptation d'une désignation faite par l'une des Parties contractantes, et dès réception d'une demande présentée par une entreprise de transport aérien désignée, dans la forme et de la manière prescrites pour de telles demandes, l'autre Partie contractante, sous réserve des dispositions du paragraphe E) ci-après et des Articles 4 et 6 du présent Accord, sera tenue d'accorder l'autorisation d'exploitation appropriée dans un minimum de délai procédural.

E - L'entreprise de transport aérien désignée d'une Partie contractante peut être tenue, à la demande des autorités aéronautiques de l'autre Partie contractante, de satisfaire aux conditions prescrites aux termes des lois et règlements normalement appliqués par lesdites autorités avant qu'il ne leur soit accordé l'autorisation d'assurer les services prévus au présent Accord. Lesdits lois et règlement seront appliqués conformément aux dispositions de la Convention relative à l'Aviation Civile Internationale.

## ARTICLE 4

A - Le Gouvernement des Etats-Unis d'Amérique se réserve le droit de refuser l'autorisation d'exploitation prévue à l'Article 3 du présent Accord à une entreprise de transport aérien désignée par le Gouvernement de la Côte d'Ivoire, ou de retirer, ou de révoquer une telle autorisation ou d'imposer des conditions relativement à ladite autorisation au cas où :

1) ladite entreprise de transport aérien ne satisferait pas aux conditions stipulées par les lois et règlements normalement appliquées par les autorités aéronautiques des Etats-Unis d'Amérique ;

2) ladite entreprise de transport aérien ne se conformerait pas aux lois et règlements mentionnés à l'Article 5 du présent Accord ;

3) Le Gouvernement des Etats-Unis d'Amérique n'aurait pas la preuve qu'une part importante de la propriété et le contrôle effectif de cette entreprise de transport aérien sont détenus conjointement par des ressortissants ou par les Gouvernements des Etats membres du *Traité de Yaoundé*.

B - Le Gouvernement de la République de Côte d'Ivoire se réserve le droit de refuser l'autorisation d'exploitation prévue à l'Article 3 du présent Accord, à une entreprise de transport aérien désignée par le Gouvernement des Etats-Unis d'Amérique, ou de retirer, ou de révoquer une telle autorisation ou d'imposer des conditions relativement à ladite autorisation au cas où :

1) ladite entreprise de transport aérien ne satisferait pas aux conditions stipulées par les lois et règlements normalement appliqués par les autorités aéronautiques de la République de Côte d'Ivoire ;

2) ladite entreprise de transport aérien ne se conformerait pas aux lois et règlements mentionnés à l'Article 5 du présent Accord ;

3) le Gouvernement de la République de Côte d'Ivoire n'aurait pas la preuve qu'une part importante de la propriété et le contrôle effectif de cette entreprise de transport aérien sont détenus par des ressortissants des Etats-Unis d'Amérique ;

C - A moins que des mesures immédiates ne soient essentielles afin de prévenir toute nouvelle violation des lois et règlements mentionnés à l'Article 5 du présent Accord, le droit de révocation de ladite autorisation ne devra être exercé qu'après avoir consulté l'autre Partie contractante.



## ARTICLE 5

A) Les lois et règlements d'une Partie contractante relatifs à l'entrée sur son territoire et à la sortie de son territoire des aéronefs employés à la navigation internationale, ou relatifs à l'exploitation et à la navigation desdits aéronefs durant leur présence dans les limites de son territoire, s'appliqueront aux aéronefs de l'entreprise ou des entreprises de transport aérien désignées par l'autre Partie contractante, lesquels devront s'y conformer à l'arrivée, au départ et durant leur présence dans les limites du territoire de la Partie contractante mentionnée en premier lieu.

B) Les lois et règlements d'une Partie contractante relatifs à l'admission sur son territoire et à la sortie de passagers, d'équipages, de marchandises ou de courrier transportés par aéronefs, tels que les règlements régissant l'entrée, les formalités de congé, l'immigration, les passeports, les douanes et la quarantaine, seront observés par ces passagers, équipages, marchandises ou courrier des entreprises de transport aérien de l'autre Partie contractante, soit par eux-mêmes, soit par un tiers pour leur compte, à l'arrivée, au départ et pendant leur séjour dans les limites du territoire de la Partie contractante mentionnée en premier lieu.

## ARTICLE 6

A. Les certificats de navigabilité, les brevets d'aptitude et les licences délivrés ou validés par l'une des Parties contractantes et non périmés seront reconnus valables par l'autre Partie contractante, aux fins d'exploitation des routes et des services spécifiés au présent Accord, pourvu toutefois que les conditions requises pour la délivrance ou la validation de ces brevets ou licences soient équivalentes ou supérieures aux conditions minima qui pourraient être établies en vertu de la Convention relative à l'Aviation Civile Internationale. Chaque Partie contractante se réserve cependant le droit de ne pas reconnaître valables pour la circulation au-dessus de son propre territoire les brevets d'aptitude et licences délivrés à ses propres ressortissants par l'autre partie contractante.

B. Les autorités aéronautiques compétentes de chaque Partie contractante peuvent demander des consultations au sujet des normes et conditions de sûreté et de sécurité concernant les installations aéronautiques, le personnel d'aviation, les aéronefs et l'exploitation des entreprises de transport aérien désignées qui sont maintenues et administrées par l'autre Partie contractante. Si, à la suite de telles consultations, les autorités aéronautiques compétentes de l'une des Parties contractantes constatent que l'autre Partie contractante ne s'est pas attachée à maintenir et à administrer efficacement des normes et conditions de sûreté et de sécurité dans ces domaines qui soient égales ou supérieures aux normes minimales qui peuvent être établies

aux termes de la Convention relative à l'Aviation Civile Internationale, elles notifieront à l'autre Partie contractante lesdites constatations et les mesures considérées comme nécessaires pour amener les normes et conditions de sûreté et de sécurité appliquées par l'autre Partie contractante à un niveau au moins égal aux normes minimales qui peuvent être établies aux termes de ladite Convention, et l'autre Partie contractante devra prendre les mesures correctives appropriées. Chacune des Parties contractantes se réserve le droit de refuser ou de révoquer l'autorisation technique mentionnée à l'Article 3 du présent Accord eu égard à une entreprise de transport aérien désignée par l'autre Partie contractante, ou d'imposer des conditions quant à ladite autorisation, au cas où l'autre Partie contractante ne prendrait pas lesdites mesures appropriées dans un délai raisonnable. ✓

## ARTICLE 7

Chaque Partie contractante pourra imposer ou permettre que soient imposés des droits justes et raisonnables pour l'utilisation des aéroports publics et autres installations sous son contrôle, à condition que lesdits droits ne soient pas plus élevés que ceux qui sont imposés pour l'utilisation desdits aéroports et desdites installations par ses aéronefs nationaux employés à des services internationaux similaires.



## ARTICLE 8

A. Dans toute la mesure du possible aux termes de ses lois nationales, chaque Partie contractante exemptera l'entreprise ou les entreprises de transport aérien désignées de l'autre Partie contractante des restrictions d'importation, des droits de douane, des impôts indirects, frais d'inspection et autres taxes ou droits nationaux en ce qui concerne les carburants, les lubrifiants, les approvisionnements techniques consommables, les pièces de rechange, y compris les moteurs, l'équipement normal, l'équipement au sol, les provisions de bord et autres articles destinés uniquement à être utilisés aux fins d'exploitation, d'entretien ou de réparation des aéronefs des entreprises de transport aérien de ladite autre Partie contractante affectés au service aérien international. Les exemptions accordées en vertu du présent paragraphe seront applicables aux articles qui :

1) seront introduits sur le territoire d'une Partie contractante par les entreprises de transport aérien désignées de l'autre Partie contractante ou pour leur compte ;

2) demeureront à bord des aéronefs des entreprises de transport aérien désignées d'une Partie contractante à leur arrivée sur le territoire de l'autre Partie contractante ou à leur départ de celui-ci ;

3) seront chargés à bord des aéronefs des entreprises de transport aérien désignées d'une Partie contractante sur le territoire de l'autre et seront destinés à être utilisés aux fins du service aérien international, que ces articles soient ou non consommés ou utilisés intégralement dans les limites du territoire de la Partie contractante ayant accordé l'exemption.

B. Les exemptions prévues dans le présent Article pourront également être accordées dans les cas où l'entreprise ou les entreprises de transport aérien désignée (s) de l'une des Parties contractantes ont conclu des accords avec une autre entreprise ou d'autres entreprises en vue du prêt ou du transfert sur le territoire de l'autre Partie contractante des articles stipulés au paragraphe A, sous réserve que ladite autre entreprise ou lesdites autres entreprises bénéficient de même desdites exemptions de la part de l'autre Partie contractante.

## A R T I C L E 9

A. Les entreprises de transport aérien de chaque Partie contractante bénéficieront de possibilités égales et équitables d'exploiter des services sur toute route couverte par le présent Accord.

B. Dans l'exploitation par les entreprises de transport aérien de l'une des Parties contractantes des services aériens prévus au présent Accord, les intérêts des entreprises de transport aérien de l'autre Partie contractante seront pris en considération, de manière à ne pas affecter indûment les services que ces dernières assurent sur tout ou partie des mêmes routes.

C. Les services aériens offerts au public par les entreprises aériennes exploitant en vertu du présent Accord auront un rapport étroit avec les besoins du public quant à de tels services.

D. Les services assurés par des entreprises de transport aérien désignées en vertu du présent Accord maintiendront comme objectif premier la mise en œuvre d'une capacité adéquate correspondant aux exigences du trafic entre le pays dont ladite entreprise est ressortissante et les pays de l'ultime destination du trafic. Le droit d'embarquer ou de débarquer grâce à de tels services le trafic international à destination ou en provenance de pays tiers à un point ou des points situés sur les routes spécifiées dans le présent Accord sera appliqué en vertu des principes généraux de bonne organisation auxquels souscrivent les deux Parties contractantes et sera soumis au principe général que la capacité devrait correspondre :

- 1) aux besoins du trafic entre le pays d'origine et les pays d'ultime destination du trafic ;
- 2) aux besoins des opérations de transit aérien de toutes les escales sur la ligne
- 3) aux besoins du trafic de la région que traversent lesdits services, en tenant compte des services locaux et régionaux.

## ARTICLE 10

A. Tous les tarifs devant être appliquée par l'entreprise de transport aérien d'une Partie contractante pour le transport à destination ou en provenance du territoire de l'autre Partie contractante seront établis, à des taux raisonnables, en tenant dûment compte de tous les facteurs pertinents tels que coûts d'exploitation et profits raisonnables ainsi que des caractéristiques de chaque service.

Pour renforcer l'engagement des deux Parties contractantes à étendre les potentialités de transport/passagers et de transport/fret entre leurs territoires respectifs, des tarifs bas pour le transport/passagers et pour le transport/fret devaient être promus de manière novatrice. Chaque Partie contractante doit appliquer les niveaux de tarifs les plus bas possibles qui se justifient d'un point de vue économique.

Tous les tarifs seront soumis à l'approbation des Autorités des Parties contractantes, qui agiront conformément à leurs obligations découlant du présent Accord et cela, dans les limites de leurs pouvoirs juridiques.

B. Tous tarifs proposés par une entreprise de transport aérien de l'une des Parties contractantes pour le transport à destination ou en provenance du territoire de l'autre Partie contractante devront, le cas échéant, être soumis par ladite entreprise aux Autorités Aéronautiques de l'autre Partie contractante trente (30) jours au moins avant la date prévue pour leur mise en application, à moins que la Partie contractante à laquelle seront soumis les tarifs autorise un délai plus court.

Les Autorités Aéronautiques de chaque Partie contractante emploieront tous leurs efforts afin d'assurer que les tarifs appliqués et perçus sont conformes aux tarifs soumis à l'approbation de l'une ou l'autre des Parties contractantes, et qu'une entreprise de transport aérien ne consent de rabais sur aucune portion de tarifs, d'aucune manière, directement ou indirectement, ni même sous forme de commissions excessives accordées aux agences de vente.



C. Les deux Parties contractantes reconnaissent que, pendant toute période pour laquelle l'une ou l'autre des Parties contractantes a approuvé la procédure des Conférences de trafic aérien de l'Association Internationale des Transports Aériens, ou autre Association de lignes aériennes internationales, tout accord sur les tarifs conclu selon cette procédure et intéressant l'entreprise ou les entreprises de transport aérien de ladite Partie contractante sera soumis à l'approbation des Autorités aéronautiques de cette Partie contractante.

D. Si les Autorités aéronautiques d'une Partie contractante, après réception de la notification prévue au paragraphe B ci-dessus, n'approuvent par le tarif proposé, elles en aviseront l'autre Partie contractante au moins quinze (15) jours avant la date à laquelle ledit tarif serait autrement mis en vigueur, et les Parties contractantes s'efforceront d'aboutir à un accord sur un tarif approprié.

E. Si les Autorités aéronautiques d'une Partie contractante, lors de la révision d'un tarif existant pour les services de transport à destination ou en provenance du territoire de ladite Partie assurée par l'entreprise ou les entreprises de transport aérien de l'autre Partie contractante n'approuvent pas ledit tarif, elles en aviseront l'autre Partie contractante, et les Parties contractantes s'efforceront d'aboutir à un accord sur un tarif approprié.

F. Dans le cas où l'accord se fait conformément aux dispositions du paragraphe D ou E, chacune des Parties contractantes s'efforcera de son mieux à mettre ledit tarif en vigueur.

G. Si :

- 1) - dans les conditions énoncées au paragraphe D, aucun accord ne peut être obtenu avant la date à laquelle ledit tarif serait autrement mis en vigueur ; ou
- 2) - dans les conditions énoncées au paragraphe E, aucun accord ne peut être obtenu avant l'expiration d'un délai de soixante (60) jours à compter de la date de notification,

les Autorités aéronautiques de la Partie contractante ayant exprimé des objections vis-à-vis du tarif peuvent prendre les mesures qui seraient considérées comme nécessaires pour empêcher que soit inauguré ou maintenu le service en question au tarif contesté sous réserve, toutefois, que les Autorités aéronautiques de la Partie contractante soulevant l'objection n'exigeront pas l'application d'un tarif supérieur au tarif le plus faible appliqué par sa propre entreprise ou ses propres entreprises de transport aérien pour des services comparables entre les mêmes points.

## ARTICLE 11

Les dispositions suivantes régiront la vente de transports aériens et la conversion et la remise des recettes :

A. Chaque entreprise de transport aérien désignée aura le droit de se livrer à la vente de transports aériens sur le territoire de l'autre Partie contractante directement et, à sa discrétion, par l'intermédiaire de ses agences. Ladite entreprise de transport aérien aura le droit de vendre lesdits transports, et toute personne aura la latitude d'acheter lesdits transports, dans la monnaie dudit territoire ou si autorisé dans les monnaies librement convertibles d'autres pays.

B. Tout tarif stipulé en fonction de la monnaie nationale de l'une des Parties contractantes sera établi dans un montant qui reflète le taux de change en vigueur (y compris toutes commissions de change ou tous autres droits) auquel les entreprises de transport aérien des deux Parties peuvent convertir et remettre les recettes de leurs services de transport dans la monnaie nationale de l'autre Partie.

C. Chaque entreprise de transport aérien désignée aura le droit de convertir et de remettre à son pays les recettes locales en excédent des sommes décaissées localement. La conversion et la remise seront autorisées promptement et sans restrictions, au taux de change en vigueur pour la vente de transports au moment où lesdites recettes sont présentées pour conversion et remise, et seront, sur la base de la réciprocité, exemptées d'impôts dans toute la mesure autorisée par la législation nationale. Si une Partie contractante n'est pas dotée d'une monnaie convertible et exige la soumission de demandes aux fins de conversion et de remise, les entreprises de transport aérien de l'autre Partie contractante seront autorisées à soumettre lesdites demandes aussi fréquemment que sur une base hebdomadaire sans avoir à satisfaire à des conditions de documentation onéreuses ou discriminatoires ;

D. Chaque Partie contractante convient de faire de son mieux pour s'assurer que les entreprises de transport aérien désignées de l'autre Partie contractante puissent avoir le choix, sous réserve des limites raisonnables qui peuvent être imposées par les Autorités compétentes de fournir leurs propres services pour les opérations de manutention au sol ou de faire exécuter de telles opérations par un agent sous-traitant agréé par les Autorités compétentes.

## ARTICLE 12

Les Parties contractantes reconnaissent l'importance des charters dans le développement du transport aérien entre leurs territoires et conviennent de promouvoir et d'encourager leurs croissances. Elles faciliteront au maximum les services charter pour autant que leurs lois nationales le permettent.



## ARTICLE 13

L'une ou l'autre des Parties contractantes peut à tout moment demander que des consultations aient lieu au sujet de l'interprétation, de l'application et de l'amendement du présent Accord. De telles consultations devront commencer dans un délai de soixante (60) jours à compter de la date de réception de la demande par l'autre Partie contractante.

## ARTICLE 14

A) Tout différend relatif aux questions couvertes par le présent Accord qui ne serait pas réglé de façon satisfaisante par la voie des consultations devra, à la demande de l'une ou l'autre des Parties contractantes, être soumis à l'arbitrage conformément à la procédure prévue dans le présent Accord.

B) L'arbitrage incombera à un tribunal composé de trois arbitres et constitué comme suit :

1) Un arbitre sera désigné par chaque Partie contractante dans un délai de soixante (60) jours à compter de la date à laquelle l'une des Parties contractantes aura reçu de l'autre Partie une demande d'arbitrage. Dans les trente (30) jours qui suivront ledit délai de soixante (60) jours, les deux arbitres ainsi désignés, désigneront d'un commun accord un troisième arbitre, qui ne devra pas être un ressortissant de l'une ou de l'autre des Parties contractantes.

2) Si ni l'une ni l'autre des Parties contractantes ne nomme un arbitre, ou si le troisième arbitre n'est pas agréé conformément aux dispositions du paragraphe 1), l'une ou l'autre des Parties contractantes pourra demander au Président du Conseil de l'Organisation de l'Aviation Civile Internationale de désigner l'arbitre ou les arbitres nécessaires.

C) Chaque Partie contractante s'emploiera de son mieux, d'une façon compatible avec ses lois nationales, pour assurer l'exécution de toute décision ou sentence du tribunal arbitral. Chaque Partie contractante reconnaît que si l'accord ne peut pas se faire sur une question, les dispositions de l'Article 16 seront appliquées.

D) Les Parties contractantes contribueront à part égale aux frais encourus par le Tribunal arbitral, y compris les honoraires et les dépenses des arbitres.

## ARTICLE 15

Le présent Accord et tous les amendements apportés à celui-ci seront enregistrés à l'Organisation de l'Aviation Civile Internationale.

## ARTICLE 16

L'une ou l'autre des Parties contractantes pourra à tout moment notifier à l'autre son désir de mettre fin au présent Accord. Une telle notification devra être adressée simultanément à l'Organisation de l'Aviation Civile Internationale. Le présent Accord prendra fin un an après le jour de réception de la notification de résiliation par l'autre Partie contractante, à moins que ladite notification ne soit retirée d'un commun accord entre les Parties contractantes avant l'expiration de cette période.

## ARTICLE 17

Si une convention générale de caractère multilatéral relative aux transports aériens et agréée par les deux Parties contractantes entre en vigueur, le présent Accord sera modifié de sorte qu'il soit conforme aux dispositions de ladite convention.

## ARTICLE 18

Le présent Accord entrera en vigueur à la date agréée par les Parties contractantes dans un échange de notes diplomatiques.

En foi de quoi, les soussignés dûment habilités par leur Gouvernement respectif, ont signé le présent Accord.

Fait en double à Abidjan en langue française et en langue anglaise, les deux textes faisant également foi.

Ce 24<sup>ème</sup> jour de Février 1978

POUR LE GOUVERNEMENT DE LA  
REPUBLIQUE DE COTE D'IVOIRE

DESIRE BONI  
MINISTRE DES TRAVAUX PUBLICS,  
DES TRANSPORTS, DE LA CON-  
STRUCTION ET DE L'URBANISME.

[SEAL]

POUR LE GOUVERNEMENT DES  
ETATS-UNIS D'AMERIQUE

MONTAGUE STEARNS  
AMBASSADEUR

[SEAL]



MEMORANDUM D'ENTENTE

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1. Des délégations représentant le Gouvernement de la République de CÔTE D'IVOIRE et le Gouvernement des ETATS-UNIS d'Amérique se sont réunies à Abidjan du 19 au 21 octobre 1977 pour discuter d'un Accord de transport aérien. Les noms des membres des deux délégations figurent dans les annexes 1 et 2.
2. Les deux délégations ont abouti à un Accord ad referendum révisé sur les services aériens dont le texte entier figure à l'annexe 3.
3. Les deux délégations sont convenues des points suivants :
  - a) - Les deux Parties contractantes sont d'accord pour faire appliquer le principe de l'égalité et de la réciprocité dans tous les domaines pour l'exploitation des services prévus et pour l'exercice des droits résultant du présent Accord.
  - b) - Le désir pour l'une des Parties contractantes d'introduire plus d'une entreprise dans l'exploitation des services prévus, sera soumis à l'examen et à l'accord préalable de l'autre Partie contractante. Dans ce cas les Parties pourront faire recours à l'application de l'Article 13 du présent Accord.
  - c) - La durée de l'escale entre ABIDJAN et DAKAR sera celle qui sépare le vol d'arrivée de l'entreprise et son prochain vol de départ disponible.

4. L'Accord de Transport aérien prendra provisoirement effet lors de sa signature par des représentants des deux Gouvernements. Un échange de notes diplomatiques concrétisera ce fait et donnera également effet à ce Mémorandum d'Entente. Un échange ultérieur de notes diplomatiques fera entrer cet Accord définitivement en vigueur.

5. Ce Mémorandum d'Entente remplace les Mémorandums de consultation signés par les Chefs des délégations respectives le 7 Octobre 1976 et le 29 Avril 1977.

Chef de la Délégation  
des Etats-Unis d'Amérique,

Chef de la Délégation  
de la République de Côte d'Ivoire,

Robert A. BROWN

S A V A N E V.

Abidjan, le

## ANNEXE I

DELEGATION DE COTE D'IVOIREChef de délégation

M. Vassiriki SAVANE, Directeur  
de L'Aéronautique Civile

M. Habib DIALLO, Bureau du  
Transport Aérien

M. Johany GUIRMA, Chef du  
Département des Accords Aériens  
Air Afrique

M. Jean GRAGUIDI, Département  
des Accords Aériens, Air Afrique

M. Bernard DIALLO, Air Afrique

## ANNEXE II

DELEGATION DES ETATS-UNIS D'AMERIQUEChef de délégation

Mr Robert A. BROWN  
Chief Aviation Négociations  
Division  
Département of State

Mr Francis S. OPPLER  
Chief of Regulatory Policy  
Département of Transportation

Mr Ralph E. BRESLER  
Chief Economic and Commercial  
Section U.S Embassy, Abidjan

Ms Joyce B. RABENS  
Economic Officer  
U.S Embassy, Abidjan

Mr Thomas V. LYDON  
Air Transport Association



- TABLEAU DE ROUTES -

- I - REPUBLIQUE DE COTE D'IVOIRE -

La ou les entreprises de transport aérien désignées par le Gouvernement de Côte d'Ivoire seront autorisée (s) à effectuer des transports réguliers sur la route indiquée et cela dans les deux sens, et à faire des escales commerciales régulières sur le territoire des Etats-Unis d'Amérique au point indiqué dans le présent paragraphe.

De la Côte d'Ivoire via le Libéria, la Guinée et le Sénégal, à New-York et au-delà à destination de Montréal.

- II - LES ETATS-UNIS D'AMERIQUE

La ou les entreprises de transport aérien désignées par le Gouvernement des Etats-Unis d'Amérique seront autorisées à effectuer, des transports réguliers sur la route indiquée, et cela dans les deux sens, et à faire des escales commerciales régulières sur le territoire de la Côte d'Ivoire au point indiqué dans le présent paragraphe :

Des Etats-Unis via un point dans l'Océan Atlantique (1), le Sénégal (2), le Libéria à Abidjan et au-delà au Ghana, au Nigéria au Zaïre (3), au Kenya et vers un point Africain au-dessous du 10<sup>e</sup> degré de latitude Sud (3).

(1) Soit les Açores, soit les Iles du Cap-Vert selon le choix effectué par la ou les entreprises de transport aérien sur une base saisonnière.

(2) Avec droit de S'DP-OVER

(3) Soit le Zaïre, soit un point Africain au-dessous du 10<sup>e</sup> degré de latitude Sud, selon l'option faite par la ou les entreprises de transport aérien.

- III - Les entreprises de transport aérien de chaque Partie contractante sont autorisées à omettre sur un ou tous les vols, des points sur les routes indiquées ci-dessus.

- IV - Les entreprises de transport aérien de chaque Partie contractante sont autorisées à effectuer des vols réguliers sur des points non indiqués sur les routes accordées ci-dessus, et situés hors des territoires de la République de Côte d'Ivoire ou des Etats-Unis d'Amérique, mais sans droit de trafic entre ces points et Abidjan pour les entreprises de transport aérien américaines, et ces points et New-York pour les entreprises de transport aérien ivoiriennes.

## [EXCHANGE OF NOTES]

EMBASSY OF THE  
UNITED STATES OF AMERICANo. 48

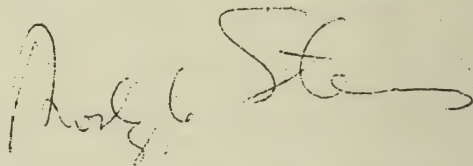
Abidjan, February 24, 1978

Excellency:

I have the honor to refer to the negotiations held from October 10, 1977 to October 21, 1977 between representatives of the Government of the United States of America and the Government of the Ivory Coast concerning air transport relations between the two countries and to propose, on behalf of my Government that the Agreement on air transport signed on February 24 by Mr. Désiré Boni, Ministre des Travaux Publics et des Transports representing the Government of the Republic of the Ivory Coast and the Honorable Monteagle Stearns, Ambassador Extraordinaire et Plénipotentiaire, representing the Government of the United States of America and the Memorandum of Understanding, initialled by the two delegations on October 21, 1977 govern the conduct of each Government with respect to the passenger, cargo, and mail air services of the airlines that have been respectively authorized by the Government of the United States of America and the Government of the Republic of the Ivory Coast to conduct operations between the two countries and during the period of effectiveness of the air transport agreement and the Memorandum of Understanding.

If your Government agrees to the foregoing proposal, I have the honor to propose that this note and your reply to that effect constitute an agreement between the two Governments which shall enter into effect provisionally upon signing and permanently on the date of your reply attesting to your Government's ratification, and which shall remain in effect for an indefinite period of time subject to the provisions of Article 16 of the above air transport agreement.

Accept, Excellency the renewed assurances of my highest consideration.

A handwritten signature in dark ink, appearing to read 'Siméon Aké', with a long, sweeping horizontal stroke at the end.

His Excellency

Siméon Aké

Minister of Foreign Affairs

Abidjan



MINISTERE  
DES AFFAIRES ETRANGERES

Le Ministre

REPUBLIQUE DE COTE D'IVOIRE  
UNION — DISCIPLINE — TRAVAIL

Abidjan, le

31 MARS 1978

2937 AE/COOP/7

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de la lettre n°48 du 24 Février 1978 que Votre Excellence a bien voulu m'adresser et dont la teneur suit :

" Excellence,

J'ai l'honneur de faire référence aux négociations menées du 10 Octobre 1977 au 21 Octobre 1977 par les représentants du Gouvernement des Etats-Unis d'Amérique et du Gouvernement de la Côte d'Ivoire sur les transports aériens entre les deux pays, et de proposer au nom de mon Gouvernement que la Convention de Transport aérien signée le 24 Février 1978 par Monsieur Désiré BONI, Ministre des Travaux Publics et des Transports, représentant le Gouvernement de la République de Côte d'Ivoire et Son Excellence Monsieur Monteagle STEARNS, Ambassadeur Extraordinaire et Plénipotentiaire représentant le Gouvernement des Etats-Unis d'Amérique, et que le Mémoirendum de Consultation paraphé par les deux délégations le 21 Octobre 1977 gouvernent l'action de chaque Gouvernement en ce qui concerne les services passagers, cargos et postaux des lignes aériennes que les Gouvernements des Etats-Unis d'Amérique et de la République de Côte d'Ivoire ont respectivement autorisées à opérer entre les deux pays et durant la période où sont exécutoires la Convention de Transport aérien et le Mémoirendum de Consultation.

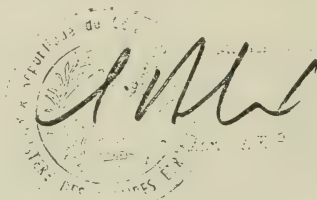
SON EXCELLENCE MONSIEUR Monteagle STEARNS  
AMBASSADEUR DES ETATS-UNIS D'AMERIQUE

- A B I D J A N -

Si votre Gouvernement donne son agrément à la proposition ci-dessus, j'ai l'honneur de proposer que cette Note et votre réponse à cet effet constituent une Convention entre les deux Gouvernements, qui prendra effet provisoirement à la signature et définitivement à la date de la réponse attestant la ratification par le Gouvernement de la Côte d'Ivoire, et demeurera en vigueur pour une période indéfinie de temps sous réserve des dispositions de l'Article 16 de la Convention de Transport aérien ci-dessus".

J'ai l'honneur au nom du Gouvernement de la République de Côte d'Ivoire, de souscrire aux propositions formulées par la lettre précitée de Votre Excellence.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération./-



## TRANSLATION

Republic of the Ivory Coast  
Ministry of Foreign Affairs  
The Minister

No. 2937AE/COOP/7

Abidjan, March 31, 1978

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 48 of February 24, 1978 which reads as follows:

[For the English language text, see pp.1223-1224.]

I have the honor, on behalf of the Government of the Republic of the Ivory Coast, to agree to the proposals set forth in Your Excellency's aforementioned note.

Accept, Mr. Ambassador, the assurances of my very high consideration.

S Ake

Siméon Aké  
Minister of Foreign Affairs

His Excellency  
Monteagle Stearns,  
Ambassador of the United States  
of America,  
Abidjan.

## MULTILATERAL

### **Atomic Energy: Enriched Uranium Transfer for Research Reactor in Yugoslavia**

*Agreement signed at Vienna January 16, 1980;  
Entered into force July 14, 1980.  
With exchange of notes.*



FOURTH SUPPLY AGREEMENT  
BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE  
GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE  
SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA FOR THE  
TRANSFER OF ENRICHED URANIUM FOR A RESEARCH REACTOR IN  
YUGOSLAVIA

WHEREAS the International Atomic Energy Agency (hereinafter called the "Agency") and the Government of the Socialist Federal Republic of Yugoslavia (hereinafter called "Yugoslavia") on 4 October 1961 signed an agreement (hereinafter called the "Project Agreement") for assistance by the Agency to Yugoslavia in establishing a training and research project for peaceful purposes relating to a TRIGA Mark II reactor operated by the Jozef Stefan Institute at Ljubljana (hereinafter called the "reactor") in the Socialist Federal Republic of Yugoslavia;

WHEREAS the Agency, the United States Atomic Energy Commission, acting on behalf of the Government of the United States of America (hereinafter called the "United States"), and Yugoslavia on 4 October 1961, on 20 February 1968, and on 30 December 1970 concluded contracts, as amended,<sup>[1]</sup> for the transfer of enriched uranium for the reactor, pursuant to which supplies of enriched uranium were delivered to Yugoslavia;

WHEREAS Yugoslavia, in connection with the Project Agreement, has requested the assistance of the Agency in securing from the United States an additional supply of enriched uranium for the reactor;

WHEREAS the Board of Governors of the Agency (hereinafter called the "Board") approved the additional assistance for the project on 29 June 1979;

WHEREAS the United States and Yugoslavia affirm support of the objectives of the Treaty on the Non-Proliferation of Nuclear Weapons<sup>[2]</sup> and the Statute of the Agency<sup>[3]</sup> and, in this regard, they have demonstrated their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which, to the maximum extent, will prevent the proliferation of nuclear explosive devices;

WHEREAS Yugoslavia had made arrangements with a manufacturer (hereinafter called the "manufacturer") for the fabrication of enriched uranium into fuel elements for the reactor;

WHEREAS under the Agreement for Co-operation between the Agency and the United States, concluded on 11 May 1959, as amended<sup>[4]</sup> (hereinafter called the "Co-operation Agreement"), the United States undertook to make available to the Agency pursuant to its Statute certain quantities of special fissionable material, and also undertook, subject to applicable provisions of the Co-operation Agreement and licence requirements, to permit, upon request of the Agency, persons under the jurisdiction of the United States to make arrangements to transfer and export materials, equipment or facilities for Members of the Agency in connection with an Agency project; and

<sup>1</sup> The supply agreements of Oct. 4, 1961, Feb. 20, 1968 and Dec. 30, 1970 were not printed.

<sup>2</sup> Done July 1, 1968. TIAS 6839; 21 UST 483.

<sup>3</sup> Done Oct. 26, 1956. TIAS 3873, 5284, 7668; 8 UST 1093; 14 UST 135; 24 UST 1637.

<sup>4</sup> TIAS 4291, 7852, 9762; 10 UST 1424; 25 UST 1199; *ante*, 1143.

WHEREAS pursuant to the Co-operation Agreement, the Agency and the United States on 14 June 1974<sup>[1]</sup> concluded a Master Agreement Governing Sales of Source, By-Product and Special Nuclear Materials for Research Purposes (hereinafter called the "Master Agreement");

NOW THEREFORE the Agency, the United States and Yugoslavia (hereinafter called the "Parties") hereby agree as follows

#### ARTICLE I

##### Supply of Enriched Uranium

1. The Agency, pursuant to Article IV of the Co-operation Agreement, shall request the United States to permit the transfer and export to Yugoslavia of 959 grams of uranium-235 contained in 1372 grams of uranium enriched to approximately 70 per cent (hereinafter called the "supplied material").
2. The United States, subject to the provisions of the Co-operation Agreement and the Master Agreement and to the issuance of any required licences or permits, shall transfer to the Agency and the Agency shall transfer to Yugoslavia the supplied material.
3. The particular terms and conditions for the transfer of the supplied material, including all charges for or connected with such material, a schedule of deliveries and shipping instructions, shall be specified in a supplemental contract to the Master Agreement to be concluded between the Agency, the United States and Yugoslavia (hereinafter called the "Supplemental Contract").

#### ARTICLE II

##### Shipment of the Supplied Material

All arrangements for the export from the United States of America of the supplied material shall be the responsibility of the Jozef Stefan Institute and the manufacturer. Prior to the export of such material, the Jozef Stefan Institute through Yugoslavia shall notify the Agency of the amount thereof and the date, place and method of shipment.

#### ARTICLE III

##### Payment

1. Payment of all charges for or in connection with the supplied material, except for the fabrication of the supplied material into fuel elements, shall be made in accordance with the provisions of the Supplemental Contract. Fabrication of the supplied material into fuel elements shall be arranged in accordance with the provisions of an agreement between the Jozef Stefan Institute and the manufacturer.
2. In extending their assistance for the project, neither the Agency nor the United States assumes any financial responsibility in connection with the transfer of the supplied material by the United States to Yugoslavia.
3. In order to assist and encourage research on peaceful uses or for medical therapy, the United States has in each calendar year offered to distribute to the Agency, free of charge, special fissionable material of a value of up to US \$50 000 at the time of transfer, to be supplied from the amounts specified in Article II.A of the Co-operation Agreement. If the United States finds the project to which this Agreement relates eligible, it shall decide by the end of the calendar year in which this Agreement is concluded on the extent, if any, to which the project shall benefit by the gift offer, and shall promptly notify the Agency and Yugoslavia of that decision. The payment provided for in this Article for the supplied material shall be reduced by the value of any gift material thus made available.

<sup>1</sup> TIAS 9728; *ante*, 773.

## ARTICLE IV

## Transport, Handling and Use

The United States and Yugoslavia shall take all appropriate measures to ensure the safe transport, handling and use of the supplied material. Neither the United States nor the Agency warrants the suitability or fitness of the supplied material for any particular use or application or shall at any time bear any responsibility towards Yugoslavia or any person for any claims arising out of the transport, handling or use of the supplied material.

## ARTICLE V

## Safeguards

1. Yugoslavia undertakes that none of the following materials shall be used for the manufacture of any nuclear weapon or any nuclear explosive device or for research on or the development of any nuclear weapon or any nuclear explosive device, or for any other military purpose:

- (a) The supplied material;
- (b) Any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material.

2. The Agency shall apply safeguards to the nuclear material referred to in paragraph 1 above in accordance with the provisions of the Project Agreement.

3. Yugoslavia shall permit the Agency and the Agency undertakes to inform the United States of the status of all inventories of any materials required to be safeguarded under this Agreement, should the United States so request.

## ARTICLE VI

## Safety Standards and Measures

The safety standards and measures specified in the Project Agreement shall, to the extent relevant, apply to the nuclear material subject to this Agreement.

## ARTICLE VII

## Physical Protection

1. Yugoslavia undertakes that adequate physical protection shall be maintained with respect to the supplied material and any special fissionable material used in or produced through the use of the reactor or the supplied material.

2. The Parties agree to the levels for the application of physical protection set forth in the Annex to this Agreement, which levels may be modified by mutual consent of the Parties without amendment of this Agreement. Yugoslavia shall maintain adequate physical security measures in accordance with such levels. These measures shall as a minimum provide protection comparable to that set forth in Agency document INFCIRC/225/Rev. 1, entitled "The Physical Protection of Nuclear Material", as it may be revised from time to time.

## ARTICLE VIII

## Settlement of Disputes

1. Any dispute arising out of the interpretation or implementation of this Agreement, which is not settled by negotiation or as may otherwise be agreed by the Parties concerned, shall on the request of any such Party be submitted to an arbitral tribunal composed as follows: each Party to the dispute shall designate one arbitrator and the arbitrators so designated shall by unanimous decision elect an additional arbitrator, who shall be the Chairman. If the number of arbitrators so selected is even, the Parties to the dispute shall by unanimous decision elect an additional arbitrator. If within thirty (30) days of the request for arbitration any Party to the dispute has not designated an arbitrator, any other Party to the dispute may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if within thirty (30) days of the designation or appointment of the arbitrators, the Chairman or any required additional arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedures shall be established by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties to the dispute, shall be final and binding on all the Parties concerned. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice.

2. Any decision of the Board concerning the implementation of Article V or VI shall, if the decision so provides, be given effect immediately by the Agency and Yugoslavia pending the final settlement of any dispute.

## ARTICLE IX

## Entry into Force and Duration

1. After signature by or for the Director General of the Agency and by the authorized representatives of the United States and Yugoslavia, this Agreement shall enter into force on the date upon which the Amendment to the Project Agreement enters into force.<sup>[1]</sup> The Director General of the Agency shall promptly inform the United States of the date of entry into force of this Agreement.

2. This Agreement shall continue in effect so long as any nuclear material which was ever subject to this Agreement remains in the territory of Yugoslavia or under the jurisdiction of Yugoslavia or under its control anywhere, or until such time as the Parties agree that such material is no longer usable for any nuclear activity relevant from the point of view of safeguards.

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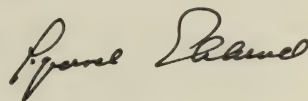
<sup>1</sup> July 14, 1980.



DONE in Vienna, this **sixteenth** day of January 1980, in triplicate in the English language.

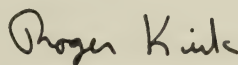
For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard EKLUND



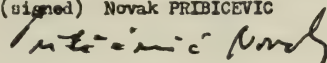
For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

(signed) Roger KIRK



For the GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA:

(signed) Novak PRIBICEVIC



[SEAL]

## ANNEX

## LEVELS OF PHYSICAL PROTECTION

Pursuant to Article VII, the agreed levels of physical protection to be ensured by the competent national authorities in the use, storage and transportation of nuclear material listed in the attached table shall as a minimum include protection characteristics as follows:

## CATEGORY III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements between sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of the supplier State and the recipient State, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

## CATEGORY II

Use and storage within a protected area to which access is controlled, i.e. an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements between sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of the supplier State and the recipient State, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

## CATEGORY I

Materials in this category shall be protected with highly reliable systems against unauthorized use as follows:

Use and storage within a highly protected area, i.e. a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault short of war, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of Category II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL<sup>e</sup>

Material	Form	Category		
		I	II	III
1. Plutonium <sup>a,f</sup>	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less <sup>c</sup>
2. Uranium-235 <sup>d</sup>	Unirradiated <sup>b</sup>			
	— uranium enriched to 20% <sup>235</sup> U or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less <sup>c</sup>
	— uranium enriched to 10% <sup>235</sup> U but less than 20%	—	10 kg or more	Less than 10 kg <sup>c</sup>
	— uranium enriched above natural, but less than 10% <sup>235</sup> U	—	—	10 kg or more
3. Uranium-233	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less <sup>c</sup>

<sup>a</sup> All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.

<sup>b</sup> Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.

<sup>c</sup> Less than a radiologically significant quantity should be exempted.

<sup>d</sup> Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

<sup>e</sup> Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its original fissile material content is included as Category I or II before irradiation should only be reduced one Category level, while the radiation level from the fuel exceeds 100 rads/h at one meter unshielded.

<sup>f</sup> The State's competent authority should determine if there is a credible threat to disperse plutonium malevolently. The State should then apply physical protection requirements for category I, II or III of nuclear material, as it deems appropriate and without regard to the plutonium quantity specified under each category herein, to the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal threat.

[Footnotes in the original.]

## [EXCHANGE OF NOTES]

No. 3

The Embassy of the United States of America presents its compliments to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia and has the honor to refer to the Fourth Supply Agreement between the International Atomic Energy Agency and the Governments of the Socialist Federal Republic of Yugoslavia and the United States of America concerning the transfer of enriched uranium ("Supply Agreement") and to the Project Agreement of October 4, 1961, as amended, between the Government of the Socialist Federal Republic of Yugoslavia and the International Atomic Energy Agency ("Project Agreement"), whereby the Agency has granted its assistance to Yugoslavia in obtaining highly enriched uranium fuel for use in the Triga Mark II research reactor at the Jozef Stefan Institute at Ljubljana, Yugoslavia.

The Government of the United States recognizes that the Governments of Yugoslavia and the United States desire to promote universal adherence to and implementation of the Treaty on the Nonproliferation of Nuclear Weapons and to ensure that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which will to the maximum extent possible further the objectives of this Treaty. The Government of the United States also expresses its continuing desire to broaden its nuclear cooperation with Yugoslavia and to pursue a wide range of peaceful nuclear projects of mutual interest to both governments.

During the discussion leading up to the Supply Agreement and amendments to the Project Agreement which were signed today, the following understandings were reached.

If the Socialist Federal Republic of Yugoslavia or the United States become aware of circumstances which demonstrate that the Agency for any reason is not or will not be applying safeguards as provided for by the agreement for the application of safeguards in connection with the Treaty on the Nonproliferation of Nuclear Weapons ("Safeguards Agreement") or under other arrangements for the implementation of the Agency's safeguards rights and responsibilities as specified in Section 7 of Article IV of the Project Agreement and referenced in Article 5 of the Supply Agreement, to ensure effective continuity of safeguards the parties shall immediately enter into arrangements which conform with the IAEA safeguards principles and procedures and with the coverage required by that section and which provide assurance equivalent to that intended to be secured by the system they replace.

If either party becomes aware of circumstances referred to in the above paragraph, the United States and Yugoslavia shall, respectively, assume or retain the rights and obligations with respect to the appli-



cation of safeguards to material subject to this agreement that the IAEA and Yugoslavia, respectively, have under the Safeguards Agreement.

Yugoslavia confirmed its undertaking to establish and maintain a system of accounting for and control of all material subject to the agreement, the procedures of which shall be comparable to those set forth in IAEA document INFCIRC/153 (corrected) or in any revision of that document agreed to by Yugoslavia and the United States.

The supplied material and any nuclear material produced through its use, including subsequent generations of produced special fissionable material, shall be used exclusively by and remain at the Jozef Stefan Institute at Ljubljana in the Socialist Federal Republic of Yugoslavia, unless otherwise agreed by the parties to this agreement.

The supplied material and any special fissionable material produced through its use shall be stored and may be reprocessed, further enriched or otherwise altered in form or content only under conditions and in facilities acceptable to the United States and Yugoslavia.

If either party at any time following entry into force of the Supply Agreement:

- (A) Does not comply with the provisions of Articles 5 and 7 of the Supply Agreement or with this exchange of notes, or
- (B) Terminates, abrogates or materially violates a Safeguards Agreement with the IAEA or obligations under the Treaty on the Nonproliferation of Nuclear Weapons,

the other party shall have the rights to cease further cooperation under the Supply Agreement and to require the return of any material transferred under the agreement and any special fissionable material produced through its use.

The Government of the United States and the Government of Yugoslavia shall periodically exchange through the IAEA information concerning the physical protection measures maintained by Yugoslavia pursuant to Article 7 of the Supply Agreement. The adequacy and implementation of these physical protection measures may be reviewed by the Government of the United States and the Government of Yugoslavia from time to time, whenever either party is of the view that a revision may be required to maintain adequate physical protection.

If the Government of the Socialist Federal Republic of Yugoslavia concurs, the Embassy of the United States of America suggests that this note and the Federal Secretariat for Foreign Affairs reply be regarded as constituting common understanding between our two governments which shall become effective on the date upon which the Fourth Supply Agreement enters into force, with the duration as provided in Article 9(2) of the Supply Agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA  
BELGRADE, *January 16, 1980*

No. 49128

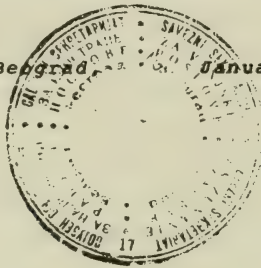
The Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note of 1/16/80 which sets forth certain understandings reached between the Government of the Socialist Federal Republic of Yugoslavia and the Government of the United States of America during discussions leading up to amendments to the Project Agreement of 4 October 1961, between the Government of Yugoslavia and the International Atomic Energy Agency, whereby the Agency granted its assistance to Yugoslavia in obtaining highly enriched uranium fuel for use in the Triga Mark II Research Reactor at the Jozef Stefan Institute at Ljubljana, Yugoslavia, and the Supply Agreement between the Governments of the Socialist Federal Republic of Yugoslavia and the United States of America, and the International Atomic Energy Agency whereby highly enriched uranium fuel is being provided by the United States to Yugoslavia for use in the Triga Mark II Research Reactor.

The Government of the Socialist Federal Republic of Yugoslavia welcomes the statement by the Government of the United States that it is interested in broader nuclear cooperation with Yugoslavia, and wishes to pursue a wide range of peaceful nuclear projects of mutual interest to both governments, and takes this opportunity to

confirm its concurrence in all the understandings set forth in the Embassy's Note of 1/16/80... and in obligations under the Treaty on the Non-Proliferation of Nuclear Weapons. The Government of the Socialist Federal Republic of Yugoslavia also agrees that the Embassy's note and this reply shall be regarded as constituting common understanding between our two governments, with the duration as provided in Article 9 (2) of the Supply Agreement.

The Federal Secretariat for Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

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